

Contract ID#: S3P312-02C

Department: Public Works



E-17815 CF PW15000045

**CF (Capital)****Contract Details**SERVICE DesignNIFS ID #: CFPW15000045 NIFS Entry Date: 8/31/15 Term: from Execution to 24 months

New <input checked="" type="checkbox"/> Renewal <input type="checkbox"/>
Amendment <input type="checkbox"/>
Time Extension <input type="checkbox"/>
Addl. Funds <input type="checkbox"/>
Blanket Resolution <input type="checkbox"/>
RES#

1) Mandated Program:	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
3) CSEA Agmt. § 32 Compliance Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
5) Insurance Required	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

**Agency Information**

Vendor	
Name H2M Architects + Engineers	Vendor ID# 112235604
Address 538 Broad Hollow Road 4 <sup>th</sup> Floor East Melville, NY 11747	Contact Person Steven Hearl
	Phone 631-756-8000

County Department
Department Contact Thomas Immerso
Address 3340 Merrick Road Wantagh, NY 11793
Phone 516-571-7536

**Routing Slip**

DATE Rec'd	DEPARTMENT	Internal Verification	DATE App'd & Fw'd	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) <input type="checkbox"/> NIFS Appvl (Dept. Head) <input type="checkbox"/>	8/31/15	[Signature]	
	DPW (Capital Only)	CF Capital Fund Approval <input type="checkbox"/>	8/31/15	[Signature]	
	OMB	NIFS Approval <input type="checkbox"/>	8/31/15	[Signature]	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if Blanket Res.
8/31/15	County Attorney	CA RE & Insurance Verification <input checked="" type="checkbox"/>	8/31/15	[Signature]	
8/31/15	County Attorney	CA Approval as to form <input checked="" type="checkbox"/>	8/31/15	[Signature]	Yes <input type="checkbox"/> No <input type="checkbox"/>
	Legislative Affairs	Fw'd Original Contract to CA <input type="checkbox"/>	9/2/15	[Signature]	
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>	<input type="checkbox"/>			
	County Attorney	NIFS Approval <input type="checkbox"/>			
	Comptroller	NIFS Approval <input type="checkbox"/>			
9/4/15	County Executive	Notarization <input type="checkbox"/> Filed with Clerk of the Leg. <input type="checkbox"/>	9/4/15	[Signature]	



## Contract Summary

<b>Description:</b> Design Services for Repair and Improvement to the Central Homes, Long Meadow and Dana's Hwy. Pump Stations in Glen Cove
<b>Purpose:</b> Personal services agreement with H2M Architect and Engineers to provide architectural/engineering services for the repair and improvements of the Central Homes, Long Meadow and Dana's Highway Pump Stations.
<b>Method of Procurement:</b> Qualifications Based Selection (QBS) procedure for the procurement of professional services, developed in accordance with procedures stipulated in the Board of Supervisor's Resolution 928-1993 and the County Executive's Order No. 1-1993
<b>Procurement History:</b> A Request for Proposals (RFP) was advertised in Newsday and posted on the County's website. Eight (8) Technical proposals were received on April 24, 2015 and were evaluated by NCDPW personnel in July 2015. See Recommendation of Award memo dated July 29, 2015
<b>Description of General Provisions:</b> This agreement provides for design and design related construction administration services, including preparation of a Technical Design Report, Design Development, Final Design, assistance during Bid and Award and design services during construction.
<b>Impact on Funding / Price Analysis:</b> Funding for the services to be provided under this agreement will come from Capital Improvement Project S3P312. This 2 year agreement with a 2 year extension has a maximum payment limitation of five hundred sixty-four thousand two hundred dollars (\$564,200).
<b>Change in Contract from Prior Procurement:</b> None
<b>Recommendation:</b> (approve as submitted) Approve as submitted

## Advisement Information

BUDGET CODES	
Fund:	CSW
Control:	3P
Resp:	312
Object:	002
Transaction:	CF


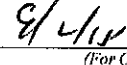
RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXXX
County	\$
Federal	\$
State	\$
Capital	\$564,200
Other	\$
<b>TOTAL</b>	<b>\$564,200</b>

LINE	INDEX/OBJECT CODE	AMOUNT
1	PWCSW3P312	\$564,200.00
2		\$
3		\$
4		\$
5		\$
<b>TOTAL</b>		<b>\$564,200</b>

Document Prepared By: \_\_\_\_\_

Date: \_\_\_\_\_

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name 
Name	Name	Date 
Date	Date	(For Office Use Only)
		E #:

RULES RESOLUTION NO.    – 2015

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO  
EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE  
COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU  
COUNTY DEPARTMENT OF PUBLIC WORKS AND H2M  
ARCHITECTS & ENGINEERS

WHEREAS, the County has negotiated a personal services agreement  
with H2M Architects & Engineers for design and construction  
administration services for repair and rehabilitation of various pump  
stations, a copy of which is on file with the Clerk of the Legislature; now,  
therefore, be it

RESOLVED, that the Rules Committee of the Nassau County  
Legislature authorize the County Executive to execute the said agreement  
with H2M Architects & Engineers

## REQUEST TO INITIATE

RTI Number 15-0016

## REQUEST FOR QUALIFICATIONS/REQUEST FOR PROPOSAL/REQUEST FOR BID CONTRACT

PART I: Approval by the Deputy County Executive for Operations must be obtained prior to ANY RFQ/RFP/RFBC

☐ RFQ ☒ RFP ☐ RFBC ☐ In-House or Requirements Work OrderProject Title: S3P312-02C - Glen Cove Service Area Pump Station Repairs & Improvements, Central Homes, Long Meadow & Dana's Hwy Pump StationsDepartment: Public Works Project Manager: Thomas A. Immerso Date: January 15, 2015Service Requested: Design and Construction Administration Services

Justification: The Central Homes, Long Meadow and Dana's Highway sewage pump stations are located in the Glen Cove service area and are in need of repair and rehabilitation. These pump stations have not undergone any major repair or improvement in over a decade and most of the equipment and systems are antiquated and approaching the end of their useful life. The replacement of outdated and obsolete equipment will enhance reliability, improve energy efficiency and reduce operating and maintenance costs.

Requested by: Department of Public Works/Water & Wastewater Engineering UnitProject Cost for this Phase/Contract: (Plan/Design/Construction/CM/Equipment) \$360,000  
Circle appropriate phaseTotal Project Cost: \$8,300,000  
Includes, design, construction and CMDate Start Work: 1/20/15 (RFP)  
Phase being requestedDuration: 24 months (design and construction)  
Phase being requestedCapital Funding Approval: YES ☒ NO ☐

SIGNATURE

DATE

Funding Allocation (Capital Project):  
See Attached Sheet If multiple3P312Requires Borrowing

NIFS Entered:

SIGNATURE

DATE

AIM Entered:

SIGNATURE

DATE

Funding Code:

3P312 002

Use this on all encumbrances

Timesheet Code:

15-0016 001

Use this on timesheets

State Environmental Quality Review Act (SEQRA):

Type II Action ☐ or, Environmental Assessment Form Required ☐

Supplemental Environmental Documentation

Department Head Approval: YES ☒ NO ☐

SIGNATURE

DCE/Ops Approval: YES ☐ NO ☐

SIGNATURE

PART II: To be submitted to Chief Deputy County Executive after Qualifications/Proposals/Contracts are received from responding vendors.

Vendor	Quote	Comment	See Attached Sheet <input type="checkbox"/>
1. _____	_____	_____	
2. _____	_____	_____	
3. _____	_____	_____	
4. _____	_____	_____	

DCE/Ops Approval:

YES NO

Signature \_\_\_\_\_

	<b>Vendor</b>	<b>Quote</b>	<b>Comment</b>
1.	H2M	\$564,200.00	
2.	Dvirka & Bartilucci	\$513,500.00	
3.	LKB	\$598,000.00	
4.	Gannett Fleming	\$760,000.00	
5.	Savin	\$845,000.00	
6.	Tetra Tech	\$753,818.00	
7.	Woodward & Curran	\$1,300,000.00	
8.	Sidney Bowne	\$650,000.00	

**COUNTY OF NASSAU**  
**DEPARTMENT OF PUBLIC WORKS**  
**Inter-Departmental Memo**

**TO:** Office of the County Executive  
Att: Richard R. Walker, Chief Deputy County Executive

**FROM:** Department of Public Works

**DATE:** July 29, 2015

**SUBJECT:** Proposed Personal Services Agreement with H2M Architects + Engineers  
Recommendation of Firm for Detailed Design Services  
Glen Cove Sewer Service Area Pump Station Improvements  
Proposed Agreement No. S3P312-02C

This Department intends to procure detailed design services for repair/replacement and overall capital improvements to the existing Central Homes, Long Meadow and Dana's Highway Pumping Stations located within the Glen Cove sewer service area.

A "Request for Proposals" was prepared in conformance with the Department's policy for assessing technical understanding, statement of qualification, and a proposed project schedule. The Request for Proposals was posted on the County's website and advertised in *Newsday*.

Technical and Cost Proposals were received from eight (8) firms (listed below) on April 24, 2015. The Technical Proposals were evaluated by professionals from within the Department of Public Works. Following the review, the technical rank was established and the cost proposals were reviewed. The results of the technical evaluation are summarized below, along with each firm's total proposed design fee (based upon a \$5,000,000 construction budget).

Firm Name	Tech Rank	Tech Rating	Proposed Design Fee Percentage	Total Design Fee (Div. A through E)	Total Design Fee with 30% Contingency
H2M	1	90.50	6.70%	\$434,000.00	\$564,200.00
Dvirka & Bartilucci	2	86.50	6.70%	\$395,000.00	\$513,500.00
LKB	3	85.50	7.80%	\$460,000.00	\$598,000.00
Gannett Fleming	4	84.50	9.60%	\$585,000.00	\$760,500.00
Savin	5	81.00	11.44%	\$650,000.00	\$845,000.00
Tetra Tech	6	80.80	9.50%	\$579,860.00	\$753,818.00
Woodward & Curran	7	79.30	16.12%	\$1,000,000.00	\$1,300,000.00
Sidney Bowne	8	77.00	9.10%	\$500,000.00	\$650,000.00



Office of the County Executive

July 29, 2015

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Subject: Proposed Personal Services Agreement with H2M Architects + Engineers  
Recommendation of Firm for Detailed Design Services  
Glen Cove Sewer Service Area Pump Station Improvements  
Proposed Agreement No. S3P312-02C

As evidenced by the table above, the proposal from H2M received the highest technical rating while submitting the second lowest proposed design fee percentage. Initially, H2M submitted a cost proposal consisting of a design fee percentage of 7.50, and a total design fee of \$480,000.00 (Divisions A through E). The firm was contacted for discussion of their cost proposal and subsequently submitted a revised cost proposal of \$434,000.00 for their total design fee. While H2M's revised cost proposal is still approximately 10% higher than the next lowest, their revision represents an approximately 9.6% reduction from their original proposed cost.

We find that H2M Architects and Engineers submitted the superior technical proposal based upon the following:

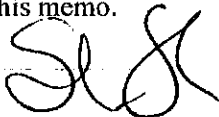
- Prior recent experience on Nassau County pump station improvement projects (East Hills, Locust Valley and Hempstead Village).
- Extensive recent experience on similar pump station improvement projects for local municipalities (Suffolk County, Oyster Bay, Patchogue, Riverhead, Huntington, and Great Neck).
- In depth review of project details and understanding of scope (Long Meadow PS force main replacement by HDD to prevent traffic impacts; interaction of Long Meadow PS [tributary to] with Dana's Hwy PS; and, researched prior upgrade to central Homes PS and was able to locate O&M manual from previous contractor).

It is anticipated that due to H2M's in depth knowledge of the project area and project details, the project will result in a cost effective design and construction.

Accordingly, in our professional judgment, the proposal submitted by H2M, having the highest technical rating and proposing the second lowest overall design fee percentage and total design fee, represents the best value to the County.

In accordance with the procedural guidelines, CSEA will be notified of this proposed agreement.

If you approve or disapprove of the foregoing, please signify by signing below and returning a copy of this memo.




Shila Shah-Gavnoudias  
Commissioner

SSG:KGA:JLD:cs

c: Kenneth G. Arnold, Assistant to Commissioner  
Joseph L. Davenport, Unit Head, Water/Wastewater Engineering Unit  
Thomas A. Imbrioso, Sanitary Engineer II V  
Loretta V. Dionisio, Hydrogeologist II

APPROVED:



7/30/15

Richard R. Walker  
Chief Deputy County Executive

Date

DISAPPROVED:

Richard R. Walker  
Chief Deputy County Executive

Date

**COUNTY OF NASSAU**  
**DEPARTMENT OF PUBLIC WORKS**  
**Inter-Departmental Memo**

**TO:** Civil Service Employees Association, Nassau Local 830  
Att: Ronald Gurrieri, Executive Vice President

**FROM:** Department of Public Works

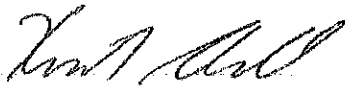
**DATE:** January 26, 2015

**SUBJECT:** CSEA Notification of a Proposed DPW Contract  
Glen Cove Sewer Service Area  
Pump Station Repairs & Improvements  
Central Homes PS, Long Meadow PS, and Dana's Highway PS  
Proposed Contract No: S3P312-02C

The following notification is to comply with the spirit and intent of Section 32 of the County/CSEA contract. It should not be implied that the proposed DPW authorization is for work, which has "historically and exclusively been performed by bargaining unit members."

1. DPW plans to recommend a contract/agreement for the following services:  
  
Provide design and construction administration services in connection with the repairs and improvements to the Central Homes, Long Meadow and Dana's Highway Sewage Pumping Stations in Glen Cove.
2. The work involves the following:  
  
Professional Engineering Services.
3. An estimate of the cost is: \$360,000.00
4. An estimate of the duration is: Two (2) years

Should you wish to propose an alternative to the proposed contract/agreement, please respond within 10 days to: Department of Public Works, Att: Kenneth G. Arnold, Assistant to Commissioner, telephone 1-9607, fax 1-9657.

  
Kenneth G. Arnold  
Assistant to Commissioner

KGa:JLD:WSN:rp

c: Christopher Fusco, Director, Office of Labor Relations  
Keith Cromwell, Office of Labor Relations  
Rakhal Maitra, Deputy Commissioner  
William S. Nimmo, Deputy Commissioner  
Joseph L. Davenport, Unit Head, Chief Sanitary Engineer  
Patricia Kivo, Unit Head, Human Resources  
Loretta Dionisio, Hydrogeologist II  
Thomas A. Immerso, Sanitary Engineer II





George Maragos  
Comptroller



OFFICE OF THE COMPTROLLER  
240 Old Country Road  
Mineola, New York 11501

## COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

*Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.*

**CONTRACTOR NAME:** H2M Architects + Engineers

**CONTRACTOR ADDRESS:** 538 Broad Hollow Road, 4<sup>th</sup> Floor East, Melville,  
N.Y. 11747

**FEDERAL TAX ID #:** 112235604

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**Instructions:** Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.

**I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids.** The contract was awarded after a request for sealed bids was published in \_\_\_\_\_ [newspaper] on \_\_\_\_\_ [date]. The sealed bids were publicly opened on \_\_\_\_\_ [date]. \_\_\_\_\_ [#] of sealed bids were received and opened.

**II. ☐ The contractor was selected pursuant to a Request for Proposals.**

The Contract was entered into after a written request for proposals was issued on \_\_\_\_\_ [date]. Potential proposers were made aware of the availability of the RFP by \_\_\_\_\_ [newspaper advertisement, posting on website, mailing, etc.]. \_\_\_\_\_ [#] of potential proposers requested copies of the RFP. Proposals were due on \_\_\_\_\_ [date]. \_\_\_\_\_ [#] proposals were received and evaluated. The evaluation committee consisted of: \_\_\_\_\_

\_\_\_\_\_ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

**III. ☐ This is a renewal, extension or amendment of an existing contract.**

The contract was originally executed by Nassau County on \_\_\_\_\_ [date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after \_\_\_\_\_

\_\_\_\_\_ [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

**IV. ☒ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.**

☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

☒ B. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

**V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.**

☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. \_\_\_\_\_, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

- ☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.


**VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated.** Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

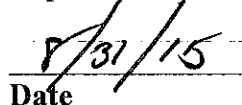
**VII. ☒ This is a public works contract for the provision of architectural, engineering or surveying services.** The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

***In addition, if this is a contract with an individual or with an entity that has only one or two employees:***

☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41, 1987-1 C.B. 296*, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.



Department Head Signature



Date

***NOTE: Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.***

*Compt. form Pers./Prof. Services Contracts: Rev. 02/04*

## CONTRACT FOR SERVICES

THIS AGREEMENT (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date this Agreement is executed by the County of Nassau, between (i) Nassau County, a municipal corporation having its principal office at One West Street, Mineola, New York 11501 (the "County") acting on behalf of the County Department of Public Works, having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 (the "Department") and (ii) H2M architects + engineers, a consultant engineering firm having its principal office at 538 Broad Hollow Road, 4<sup>th</sup> Floor East, Melville, N.Y. 11747 (the "Firm" or the "Contractor").

WITNESSETH:

WHEREAS, the County desires to hire the Contractor to perform the services described in this Agreement; and

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter;

WHEREAS, the Contractor desires to perform the services described in this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. This term of this Agreement shall commence on the date on which this Agreement is executed by the County (the "Commencement Date") and terminate two (2) years from the commencement date (the "Expiration Date") unless sooner terminated or extended in accordance with its terms. Notwithstanding the foregoing, the Department, in its sole discretion, shall have the right to extend this Agreement for a period of up to two years by delivering a notice of extension to the Firm at least thirty (30) days prior to the Expiration Date. The Agreement so extended shall be on the same terms, conditions and covenants as during the initial term except that the Expiration Date shall be modified in accordance with the notice of extension.

2. Services, Extra Services and Reimbursable Expenses.

(a) The services to be provided by the Firm under this Agreement consist of the following; Design and construction administration services for repair and rehabilitation of the following pump stations: Central Homes, Long Meadow, and Dana's Hwy., Glen Cove. The specific work divisions and deliverables related to this project are more particularly described in the "Detailed Scope of Services," attached hereto and hereby made a part hereof as Exhibit "A".

(b) At any time during the term of this Agreement, the County may, in its sole and absolute discretion, require the Contractor to perform Extra Services. The Contractor shall not perform, nor be compensated for, Extra Services without the prior written approval of the Commissioner. The Contractor agrees to perform any such Extra Services in accordance with the terms and conditions contained in this Agreement. As used herein, "Extra Services" means additional services which are (i) generally within the scope of services set forth in this Agreement, (ii) necessary or in furtherance of the goals of this Agreement and (iii) not due to the fault or negligence of the Contractor.

(c) The following items are not included in the Firm's fee, and shall be reimbursable at an actual cost as expenditures in the interest of the project, provided (i) they have been approved in advance by the Commissioner of the Department in writing, in his/her sole discretion, (ii) are not considered services as set forth in this Agreement, and (iii) subject to compliance with the County's bill paying procedures:

(1) The direct cost of expenses for travel to locations other than the County and or the project site, including transportation (coach unless otherwise authorized by the County), reasonable meal and lodging expenses, at rates established by the County for its own employees, and as have been approved in advance by the County.

- (2) Testing Laboratory Services.
- (3) Messenger service and cables as not necessarily incurred in the performance of services hereunder by the Firm and their sub-consultants.
- (4) Final models, photographs and renderings as requested by the County.
- (5) Reproduction of design development and construction document drawings, specification, reports and other documents furnished to, or on behalf of, the County in excess of five (5) copies each. Any items prepared on behalf of the Firm or their sub-consultants shall not be paid for by the County.
- (6) Other comparable expenses as approved by the County.

3. Payment.

(a) Amount of Consideration. The amount to be paid to the Firm as full consideration for the Firm's services under this Agreement shall be payable as set forth in the "Payment Schedule," attached hereto and made a hereby part hereof as Exhibit "B". Notwithstanding the foregoing, the maximum amount to be paid to the Firm for the Firm's services under this Agreement, including any Extra Services that may be so authorized, shall not exceed **Five Hundred Sixty-four Thousand, Two Hundred Dollars (\$564,200.00)**.

(b) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) Timing of Payment Claims. The Contractor shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.

(d) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Contractor and any funding source including the County.

(e) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Contractor received notice that the County did not desire to receive such services.

(f) Payments Relating to Services Rendered by Subcontractors. The County retains the right, but not the obligation, prior to making any payment to the Contractor, to demand that the Contractor furnish to the County, proof acceptable to the County, in its sole and absolute discretion, that all due and payable claims made by subcontractors in connection with this Agreement have been paid to date or are included in the amount being requested by the Contractor.

4. Ownership and Control of Work Product

(a) Copyrights.

(i) Upon execution of this Agreement, any reports, documents, data, photographs and/or other materials produced pursuant to this Agreement, and any and all drafts and/or other preliminary materials in any format related to such items, shall become the exclusive property of the County.

(ii) Any reports, documents, data, photographs and/or other materials produced pursuant to this Agreement ("Copyrightable Materials") shall be considered "work-made-for-hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. §101, and the County shall be the copyright owner thereof and of all aspects, elements and components thereof in which copyright protection might exist. To the extent that the Copyrightable Materials do not qualify as "work-made-for-hire," the Contractor hereby irrevocably transfers, assigns and conveys exclusive copyright ownership in and to the Copyrightable Materials to the County, free and clear of any liens, claims, or other encumbrances. The Contractor shall retain no copyright or intellectual property interest in the Copyrightable Materials, and they shall be used by the Contractor for no other purpose without the prior written permission of the County.

(iii) The Contractor acknowledges that the County may, in its sole discretion, register copyright in the Copyrightable Materials with the U.S. Copyright Office or any other government agency authorized to grant copyright registrations. The Contractor shall cooperate in this effort, and agrees to provide any further documentation necessary to accomplish this.

(iv) The Contractor represents and warrants that the Copyrightable Materials: (1) are wholly original material not published elsewhere (except for material that is in the public domain); (2) do not violate any copyright law; (3) do not constitute defamation or invasion of the right of privacy or publicity, and (4) are not an infringement of any kind, of the rights of any third party. To the extent that the Copyrightable Materials incorporate any non-original material, the Contractor has obtained all necessary permissions and clearances, in writing, for the use of such non-original material under this Agreement, copies of which shall be provided to the County upon execution of this Agreement.

(b) Patents and Inventions. Any discovery or invention arising out of or developed in the course of performance of this Agreement shall be promptly and fully reported to the Department, and if this work is supported by a federal grant of funds, shall be promptly and fully reported to the Federal Government for determination as to whether patent protection on such invention shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered in order to protect the public interest.

(c) Pre-existing Rights. In no case shall 4(a) or 4(b) above apply to, or prevent the Contractor from asserting or protecting its rights in any report, document or other data, or any invention which existed prior to or was developed or discovered independently from the activities directly related to this Agreement.

(d) Infringements of Patents, Trademarks, and Copyrights. The Contractor shall indemnify and hold the County harmless against any claim for any infringement by the Contractor of any copyright, trade secrets, trademark or patent rights of design, systems, drawings, graphs, charts, specifications or printed matter furnished or used by the Contractor in the performance of this Agreement. The Contractor shall indemnify and hold the County harmless regardless of whether or not the infringement arises out of compliance with the scope of services/scope of work.

(e) Antitrust. The Contractor hereby assigns, sells, and transfers to the County all right, title and interest in and to any claims and causes of action arising under the antitrust laws of the State of New York or of the United States relating to the particular goods or services procured by the County under this Agreement.

5. Independent Contractor. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

6. No Arrears or Default. The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

7. Compliance with Law.

(a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, and disclosure of information, in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix "EE" attached hereto and hereby made a part hereof. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

- (i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;
- (ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, such breach being determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
- (iii) On a yearly basis, Contractor shall provide the County with any material changes to its Certificate of Compliance, attached hereto and hereby made a part hereof as Appendix "L."

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

(d) Protection of Client Information. The Firm acknowledges and agrees that all information that the Firm acquires in connection with performance under this Agreement shall be strictly confidential, used solely for the purpose of performing services to or on behalf of the County, and shall not be disclosed to third parties except (i) as permitted under this Agreement, (ii) with the written consent of the County (and then only to the extent of the consent), or (iii) upon legal compulsion.

8. Minimum Service Standards. Regardless of whether required by Law:

(a) The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Contractor shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

9. Indemnification; Defense; Cooperation.

(a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all

liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Contractor is responsible under this Section, and, further to the Contractor's indemnification obligations, the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Contractor shall, and shall cause Contractor Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or a Contractor Agent in connection with this Agreement.

(d) The provisions of this Section shall survive the termination of this Agreement.

10. Insurance.

(a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than two million dollars (\$2,000,000) per occurrence and four million dollars (\$4,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

11. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

12. Termination.



(a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor, (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written Agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

(c) Contractor Assistance upon Termination. In connection with the termination or impending reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

13. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

14. Limitations on Actions and Special Proceedings against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

15. Work Performance Liability. The Contractor is and shall remain primarily liable for the successful

completion of all work in accordance this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

16. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this

Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

17. Notices. Any notice, request, demand or other communication required to be given or made in

connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

18. All Legal Provisions Deemed Included; Severability; Supremacy and Construction.

(a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

(d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

19. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

20. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

21. Administrative Service Charge. The Contractor agrees to pay the County an administrative

service charge of **Five Hundred Thirty-three dollars (\$533.00)** for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 201-2001. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.

22. Joint Venture.

(a) If the Contractor is comprised of more than one legal entity or any group of partners or joint venturers associated for the purpose of undertaking this Agreement, each such entity acknowledges and hereby affirmatively represents and agrees that each has the power to bind the Contractor and each of the others hereunder; and as such, each acts both as principal and agent of the Contractor and of each of the others hereunder. Each further acknowledges and agrees that all such entities, partners or joint venturers associated for the purposes of undertaking this Agreement shall be jointly and severally liable to third parties, including but not limited to the County, for the acts or omissions of the Contractor or any other entity, partner or joint venturer hereunder.

(b) If the Contractor is comprised of more than one legal entity or any group of partners or joint venturers associated for the purposes of undertaking this agreement, each such entity acknowledges and hereby affirmatively represents and agrees that the respective rights, duties and liabilities of each hereunder shall be governed by the laws of the State of New York, including but not limited to the New York Partnership Law.

23. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

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IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the date first above written.

H2M ARCHITECTS +ENGINEERS

By: Steven C. Hearl

Name: STEVEN C. HEARL, P.E.

Title: VICE PRESIDENT

Date: AUGUST 26, 2015

NASSAU COUNTY

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

PLEASE EXECUTE IN BLUE INK

**[Note to Departments:** County offices and bureaus that need to approve this Agreement in accordance with the Charter should evidence approval by signing the contract routing form and not by placing a signature on this Agreement.]

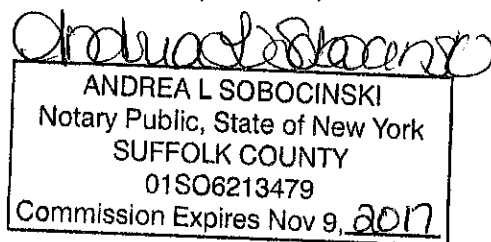
STATE OF NEW YORK)

)ss.:

COUNTY OF ~~NASSAU~~ <sup>SUFFOLK</sup> )

On the 21<sup>st</sup> day of August in the year 2015 before me personally came Steven Hearl to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Suffolk; that he or she is the Vice President of H&H Architects + Engineers, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC



STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On the \_\_\_\_ day of \_\_\_\_\_ in the year 201\_\_ before me personally came \_\_\_\_\_ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of \_\_\_\_\_; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

## **EXHIBIT A**

### **DETAILED SCOPE OF SERVICES**

#### **A. Division A Services – Technical Design Report**

##### **Condition Assessment**

Evaluate the condition of existing pump stations to identify necessary repairs and improvements to bring these stations into a state of good repair and compliance with applicable codes and standards. An excerpt of a 2012 Condition Assessment Report is provided (Attachment B). However, the Firm shall provide an independent evaluation and shall incorporate the same in the Technical Design Report (TDR). In general, the stations are to be evaluated against NCDPW Sewage Pump Station Design Guidelines (Attachment C). The evaluation shall, at the minimum, encompass the following:

- Review of available documents such as sewer maps, original drawings, GIS data, reports, etc.
- Interviews with staff responsible for station operation and maintenance
- Site survey (visual inspection, measurements, photographs and data collection in general)

##### **Preparation of Technical Design Report for Each Pump Station**

Prepare a Technical Design Report for each pump station. The Technical Design Report (TDR) is to include the following:

1. Description of existing conditions and associated problems
2. Discussion of potential solutions to the problems, including a discussion of alternatives
3. Recommendations of a solution
4. Schematic design, listing design criteria and basis for design, including calculating potential flow within the collection area and any additional flow from anticipated development within the area
5. Identification and descriptions of studies, tests, technical surveys, etc. which will be required to inform the final design, along with the estimated cost and timing of such studies
6. Proposed approach to maintaining plant operations during construction
7. Preliminary design and construction schedule
8. Preliminary construction cost estimate

Provide six (6) copies of the draft TDR for review by NCDPW. Meet and confer with NCDPW, the City of Glen Cove, and others as/if necessary, to discuss the parameters of the design and review comments on the draft TDR. Finalize the TDR incorporating any revisions and provide six (6) paper copies and an electronic (\*.PDF format) copy of the TDR.

#### **B. Division B - Detailed Design Services**

Upon County approval of the technical design reports, the Firm agrees to perform all the usual and necessary design services in connection with the preparation of detailed contract drawings, specifications and estimates for the PUMP STATION REPAIRS & IMPROVEMENTS suitable for public bidding. It is anticipated that the three (3) pump stations will be bid as a single project.

1. The contract drawings shall be prepared in an AutoCAD release acceptable to the County. The Firm shall furnish the contract drawings on CD-ROM. In all circumstances, the hard

copy of any such plans and drawings shall be relied on by the County, and shall control in the event of any conflict or discrepancies.

2. Submittal of bid plans and master specification book in \*.PDF format; as well as eight (8) hard copies of each full-size drawings and spec book.
3. During the preparation of these documents the Firm shall perform the following services: Submit preliminary (40% design completion), draft bid (75% design completion) and pre-bid (100% design completion) full-size plans and specifications for County review (six [6] sets for each) and approval.
4. Attend review meetings on the average of twice per month in order to review job progress and to resolve design and other questions. A representative of the Firm will prepare draft and final minutes of each meeting and after County approval distribute final minutes to all attendees.
5. Submit three (3) copies of a draft detailed construction cost estimate (at 40% design completion) and three (3) copies of a final detailed construction cost estimate (at 75% and 100% design completion). The cost estimate will have a breakdown by CSI division for each cost item in the estimate.
6. Prepare and submit the necessary Environmental Impact Forms.
7. Prepare permit applications, reports or submittals required by other agencies having jurisdiction. This work task will not be considered complete until it culminates in a permit or pre/post design approval by the appropriate agency or agencies. The Firm must be aware of the latest applicable codes and agency procedural requirements in order to expeditiously complete this design task. Correspondence shall be submitted directly to the agency for review/approval with at least two copies to the County, unless otherwise directed. Typical regulatory agencies involved in our Environmental Engineering Projects may include but will not be limited to the following:
  - a. ~~New York State Department of Environmental Conservation Title V Plant-wide Emission Source Update Submittals permits, SPDES General Permit-02 for runoff from construction sites~~
  - b. Nassau County agencies-Fire Marshal and/or Health Department
  - c. Other Local agencies (Towns, Villages...)
8. Submit written responses to all County review comments.
9. Review the County's Master Project Labor Agreement and undertake a feasibility study to determine whether it would be in the County's best interest to incorporate this project under the terms of the PLA, and if warranted, prepare the addendum to add the project to the PLA and subsequently oversee the execution of the same by the responsible parties.



10. Make periodic site visits as necessary for a complete understanding of the system operation.
11. Submittal of bid plans and a master specification book. The Firm shall have the required number of sets of bid documents printed without the assistance of the County.
12. Review all comments and/or questions posed by prospective bidders.
13. Prepare all necessary addenda to the contract documents.
14. Review all bid proposals received and provide a written recommendation regarding award of the construction contracts.
15. If requested, the Firm will provide copies of any and all design calculations.

If the total amount of the lowest responsible construction bids should exceed the final approved construction cost, which is based on the Firm's final construction cost estimate, by more than fifteen (15) percent, the County may require the Firm to revise the plans, at no additional cost to the County, so as to stay within the final approved estimated cost of construction. The Firm is responsible for obtaining construction budget information from the County.

In preparing the contract specifications, the County shall furnish the Firm with a copy of the standard contract "Front End" consisting of the Notice to Bidders, Instructions to Bidders, Agreement and General Conditions. The Proposal Forms, Special Conditions (Division 1) and all other sections of the technical specifications shall be developed by the Firm. The specifications shall be written following the CSI format.

**C. Division C - General Inspection Services**

Prior to and during the course of project construction, the Firm shall perform the following General Inspection Services:

1. Conform the contract bid documents (plans and specifications) to reflect changes made by any addenda and provide the County with ten (10) sets of conformed plans in paper and \*.PDF format and a master specification book.
2. Provide representation at the site(s) pre-construction conference.
3. Review and approve detailed construction, shop and erection drawings.
4. Review and approve all proposed deviations and substitutions which do not constitute significant changes to the scope of work or design intent of the contract drawings.
5. Review all laboratory, shop, mill, material and equipment test reports.
6. Prepare supplemental sketches, if required, to reflect actual field conditions.

7. Make periodic field visits as necessary or reasonably required to observe the construction work and confer with the County and Prime Construction Contractors on construction progress and problems which arise during the progress of the construction work.
8. Assist the County in interpreting the construction contract documents.
9. Review change orders and prepare supplementary drawings and detailed independent cost estimates in a timely fashion so as not to impede construction progress.
10. Arrange for the Firm's project manager and support staff to attend update (one [1] per month) and job (one [1] per month) meetings.
11. Witness and provide a written report on shop tests for all major equipment.
12. Provide consultation on special construction problems by specialists in specific fields of work.
13. Assist the County in the final inspection of the work to determine if each construction contract has been completed in accordance with the contract documents. Provide written certification that project completion was in accordance with the contract documents.
14. Throughout the construction period and at the completion of the construction activities, field verify and check the Prime Construction Contractors' Record Drawings on which the Prime Construction Contractors have indicated changes in the construction work as-built to the extent possible based on the Firm's periodic site visits. This task shall include, but not be limited to the following:
  - a. That all equipment is shown as installed and that furnished dimensions are correct.
  - b. That all required wiring diagrams, conduit schedules, etc. are provided and are in agreement with the field installation.
  - c. That all changes, additions and deletions are shown.
  - d. That the record drawings are legible and clearly drawn.
  - e. That all supplemental and detailed drawings are included.
15. Check Prime Construction Contractors' prepared as-built drawings and modify digital computer files of contract drawings to reflect work as actually constructed. Provide two (2) CD-ROM copies of these as-built digital computer files of the contract drawings.

**D. Division D- Facility Operation and Maintenance Manual**

Under this division of work, the Firm shall compile and prepare an Operation and Maintenance Manual ("O&M Manual") for each site, using the EPA Publication, "Considerations for preparation of Operation and Maintenance Manuals (EPA-430/9-74001)" as a guideline.

The O&M Manual provides a detailed description of the facilities, process control strategies, start-up and shutdown procedures, test procedures, emergency response procedures, safety guidelines, troubleshooting procedures, equipment preventive

maintenance schedules as well as process flow schematics, isometric figures, cross section and plan diagrams, valve schedules, single line diagrams, and miscellaneous tables.

The completion of the appropriate O&M Manual sections will coincide with each segment of construction. A draft version of the O&M manual sections will be submitted for County review and approval prior to payment for the 90% completion point in construction. A final version of the O&M manual sections will be submitted for County review and approval at the 100% construction completion point to incorporate issues learned during startup. The final O&M manual sections will be supplemented with cataloged and bound copies of the approved equipment manufacturers' O&M Manuals.

Six (6) copies of the draft O&M Manual Sections will be submitted for County review. Two (2) copies of the electronic files (both text and graphics) used to produce the manuals will be turned over to the County. In addition, two (2) hard copies (bound) of the final O&M Manual Sections will be submitted for County review and approval. The County requires compatibility of software as described in the subsequent paragraph.

Prepare and provide to the County, Standard Operating Procedures (SOPs) to assist Operating Staff in the routine operation, maintenance and monitoring of all key components of the enhanced/improved odor control facility at each site. The SOPs's shall be site and equipment specific and be stand-alone documents with a maximum length of two (2) pages. The SOPs are to be mounted, laminated and then posted near the appropriate equipment or control panel.

Add/remove equipment associated with this project on the Plant's Equipment Asset Inventory database.

Two (2) additional copies of the SOP's shall be included in the appropriate O&M Manual. Copies of the electronic files (both text and graphics) used to produce the SOPs will be turned over to the County. The software is to be compatible with existing County software and if not, the Firm will supply additional copies to the County.

#### **E. Division E- Facility Start-Up, Staffing and Training Services**

Under this division of work the Firm shall provide the following services:

1. Start-Up Services.
  - a. The Firm shall conduct start-up services during construction and shall continue until initiation of the one (1) year project performance period. The following detailed breakdown delineates the specific elements of the services associated with the PUMP STATION REPAIRS & IMPROVEMENTS PROJECT.
  - b. Scheduling. The Firm, in conjunction with the County, shall develop an overall start-up sequencing schedule that will define in detail significant start-up activities. The overall start-up sequencing schedule shall be coordinated with the County and Construction Contractors and updated as necessary.
  - c. Start-Up Assistance. The Firm shall provide expert on-site start-up assistance prior to and during initial flow-through for the process units. Start-up

assistance during the first year of operation will be provided on a reasonable "on-call" basis for troubleshooting, debugging, cost-effective process optimization, and general startup supervision. Services to be provided include:

- d. Strategic Start-Up Plan. This plan is designed to delineate major and minor events expected when placing into operation equipment installed in connection with the PUMP STATION REPAIRS & IMPROVEMENTS PROJECT. The Start-up Plan shall identify specific plant components and unit processes that will affect each other and establish a network of related steps that will lead to a logical and smooth start-up. The strategic Start-up Plan shall also define the roles and responsibilities of the participants (County, Firm and construction Firms). This plan shall be reviewed with the County. Emphasis throughout the start-up will be on the O&M responsibilities of the plant staff to ensure protection of equipment warranties.
- e. Establish Process Parameters. The Firm shall review the process design and process operational parameters and establish start-up procedures for each unit process. Start-up procedures shall contain complete information pertaining to control of the equipment and process trains associated with the PUMP STATION REPAIRS & IMPROVEMENTS PROJECT.
- f. Checklists, Logs, Records and Reports. Although various checklists and plant operating logs are in use, the Firm shall, if necessary, upgrade the system by reviewing existing shift checklists, operating logs, records and reports for all processes affected by the inclusion of the PUMP STATION REPAIRS & IMPROVEMENTS PROJECT. The Firm shall provide recommendations for upgrading existing record-keeping, checklists and logs for all components associated with these systems and develop new checklists and logs for new or modified plant processes.
- g. Troubleshooting and Debugging. It is anticipated that equipment problems will arise during and following start-up. The Firm shall provide assistance to address problems encountered by the County during the project performance period, analyze these problems and develop solutions that will minimize the overall effects on plant personnel and processes.
- h. Process Optimization. The Firm shall provide operations start-up assistance to ensure that steps are taken to adjust and "fine tune" the processes and associated equipment once they have been started up and stabilized.

## 2. Training Services.

- a. The Firm, in conjunction with the County, shall assist in the coordination of manufacturer's training for all new components of the PUMP STATION REPAIRS & IMPROVEMENTS PROJECT. This training shall be geared toward the following areas:
  - i. Process theory/process control.
  - ii. Mechanical, electrical, instrumentation and HVAC component function and interface.
  - iii. Preventative/corrective maintenance.
  - iv. Safety.

- v. Laboratory training.
    - vi. "Hands-on" training.
  - b. This training shall be coordinated with the County's on-going training program. Any materials developed shall be turned over to the County or future use and reference.
  - c. General training shall be given during the construction period prior to start-up. Supplemental training, if deemed necessary by the County as a result of process modifications during the one-year performance period, shall be provided by the Firm and given prior to the conclusion of the one-year performance period, and shall incorporate any adjustments in the process resulting from operational experience.
- 3. One (1) Year Project Operating Report.
  - a. The Firm shall monitor the performance of the facilities installed for the first year of operation and provide documentation to report on the capability of the project of meeting the overall performance criteria. One (1) year after the initiation of operation of the systems, the Firm shall prepare an evaluation of the PUMP STATION REPAIRS & IMPROVEMENTS PROJECT for review and acceptance by the County, if required by the Commissioner. In the event that the improvements do not operate as planned, a report defining the problem and corrective work necessary will be prepared.

## EXHIBIT B

### PAYMENT SCHEDULE

Payment to the Firm for all services as outlined in "Exhibit A," including any extra services that may be authorized under this Agreement, shall be made as follows:

**Technical Design Report (Division A)** - The Contractor shall be paid a total lump sum amount of **Ninety-nine Thousand dollars (\$99,000.00)** to cover all costs associated with Division A work, as outlined in Section A of Exhibit A.

**Detailed Design (Division B) & Construction Related Services (Divisions C, D & E)** - For the remainder of the design and construction phases, including the construction administration phases (Sections B, C, D & E), the Firm shall receive a fee equal to a percentage of the total construction cost of the project, exclusive of Extra Services and Reimbursable expenses, to cover all costs associated with all work to complete divisions B, C, D, and E as outlined in the appropriate sections of Exhibit A. The design percentage fee for each construction contract prepared will be determined by a straight line interpolation between the limits of the construction cost delineated as follows:

<u>NET CONSTRUCTION COST</u>	<u>DESIGN FEE PERCENTAGE</u>
\$8,000,000 and above	6.20%
\$6,500,000	6.55%
\$5,000,000	6.70%
\$3,500,000	7.20%
\$2,000,000 and below	10.00%

An initial estimated construction cost of **Five Million dollars (\$5,000,000)** will be used as the basis for progress payments. Interim adjustments to the estimated construction costs, as mutually agreed upon by the parties with the approval of the Commissioner, shall be used to determine the payments to the Contractor.

Until the construction cost is established by the award of the construction contract(s), the Firm's design fee percentage shall be based upon the latest approved construction cost estimate. The design fee percentage shall be used as a basis of computing partial payments to the Firm during the progress of the work. When the actual cost of construction is determined, the total amount paid to the Firm under these Divisions of work shall

be adjusted based upon such final cost of construction, and any overpayment or underpayment of design fees shall be adjusted accordingly.

For the remainder of the design and construction phases, including the construction administration phase (Sections B, C, D & E), the Firm shall receive a fee equal to a percentage of the total construction cost of the project, exclusive of Extra Services and Reimbursable expenses, payable as follows:

<u>Phase of Work</u>	<u>% of Fee</u>
Detailed Design	45%
General Inspection Services	35%
Facility Operation and Maintenance Manual	10%
Facility Start-Up, Staffing and Training Services	10%

**Partial Payments** - The Contractor's fee for services shall be paid in monthly installments. The amount of each partial monthly payment shall be determined by the portion of the Contractor's work completed for each Division, as approved by the Commissioner.

**Overtime** - Payment vouchers which include overtime shall not be approved by the Department without the Contractor having obtained prior written approval of the Department for such overtime. The premium pay for overtime, above the straight hourly rate shall not be subject to any multiplier. In computing the cost to the County for overtime work performed, the overtime period shall be paid at the straight hourly rate times the applicable multiplier, plus the overtime premium cost incurred.

**Construction Costs** - It is agreed that the total cost of construction shall be the final total cost of the construction contract, including extra change order amounts, except that, in computing the cost of construction the following items shall not be included:

- a. Fees paid to the Contractor, subcontractors or construction engineers, cost of land acquisition or legal fees and the cost of equipment purchased outside of the construction contracts;
- b. The cost of any and all change orders required by reason of the failure of the Contractor to include such change order items in the contract documents, or by reason of errors made by the Contractor in the preparation of the contract documents.
- c. Moneys paid by the County to a contractor or subcontractor by way of settlement or satisfaction of any claims or legal actions for delay brought against the County.
- d. Work for which the Contractor has already been paid such as "Extra Work."

In the event the Contractor's services result in change order "Credits" to the County, such credit amounts shall not be deducted from the final cost of construction. It is the intention of the parties

that the Contractor shall be compensated for services rendered, notwithstanding that such services may result in a change order credit which reduces the final cost of construction.

If in the further event the credit change order requires the Contractor to perform additional services, then, subject to the approval of the Commissioner, the Contractor shall be paid for such services pursuant to the subsection entitled "Extra Services or Additional Costs," herein.

If the total amount of the lowest responsible construction bids should exceed the final approved estimated construction cost by more than fifteen (15) percent, the County may require the Contractor to revise the plans, at no additional cost to the County, so as to stay within the final approved estimated cost of the construction.

If the award of the construction contract(s) is not made prior to the expiration or termination of this Agreement, then with respect to payment for the Division B, C, D and E services, instead of being paid based on the total cost of construction as outlined above, the Contractor shall be paid a fair and reasonable amount based on services actually rendered as mutually agreed by the Department and the Contractor.

**Extra Services or Additional Costs** - If the Contractor is required to perform extra services, or incurs additional expenses due to substantial changes ordered by the Department, which changes are not due to the fault or negligence of the Contractor; the Contractor shall be compensated for such extra expense and services. Payment terms for any additional services shall be as mutually agreed by the Department and Contractor, as either a lump sum or based on actual salaries of personnel as stipulated herein, and as further defined below. Such extra services are to be provided only after written authorization by the Department.

For any additional services to be paid on actual salaries the Contractor shall be compensated for such extra services by an amount equal to two and seventy-five hundredths (2.75) times the actual salaries or wages paid to the technical personnel engaged in this phase of the work, exclusive of payroll taxes, insurance, and any and all fringe benefits. The Contractor shall be compensated for such services performed by principals while engaging in a technical capacity in the project, based on the principal's hourly rate, times two and seventy-five hundredths (2.75), exclusive of payroll taxes, insurance and any and all fringe benefits. Notwithstanding the foregoing, the maximum billable rate, after application of the multiplier, shall not exceed **one hundred seventy five dollars (\$175)** per hour.

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## Appendix "EE"

### Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

- a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
- b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this

#### Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.
- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance The basis for rejecting any

M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation

- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of subcontractors by the County Contractor must also be included with the Best Effort Documentation
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

APPENDIX "L"

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Contractor hereby certifies the following:

1. The chief executive officer of the Contractor is:

Richard W. Humann, P.E. (Name)

538 Broad Hollow Rd, Fourth Floor East  
Melville, NY 11747 (Address)

631.756.8000 (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such contractor establishes to the satisfaction of the Department that at the time of execution of this agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

3. In the past five years, Contractor \_\_\_\_\_ has X has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action has X has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

August 25, 2015

Dated

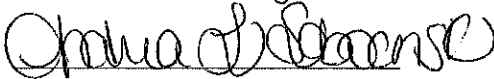
  
Signature of Chief Executive Officer

Richard W. Humann, P.E.

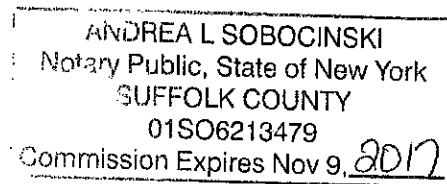
Name of Chief Executive Officer

Sworn to before me this

35 day of August, 2015



Notary Public



**Attachment B**  
**Volume I - Central Homes**

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#### 4.5. Central Homes

The grading for asset class, condition, performance, and the determination of remaining service life is summarized in **Table 4-5**. Some limited documentation was available including vendor O&M documents and design drawings. The photographs below show the pump station and major equipment.

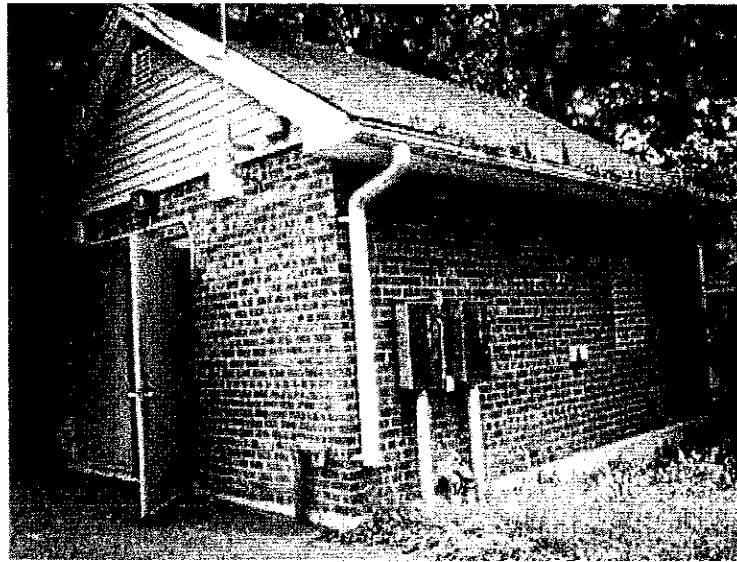


Figure 4-9:  
Central Homes Pump Station

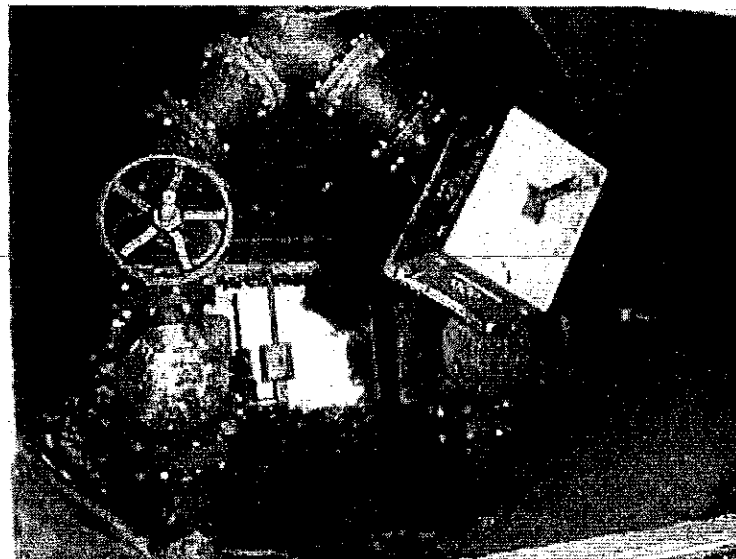


Figure 4-10:  
Central Homes Pump Station



Major findings of the asset condition assessment are summarized below:

General:

- The pump station has been upgraded. Pneumatic ejectors (previously located in building basement) were replaced with submersible pumps in a wet well installed outside the pump station.

Building & Grounds:

- Site access: The driveway provides sufficient parking and access to pump station building. A perimeter fence is present and is in good condition.
- Vegetation was observed in the rain gutters. One portion of the downspout is missing and is likely not adequately conveying rain water from the building structure and foundation.
- Diesel Tank & Containment – The diesel tank and secondary containment are likely not in compliance with the Nassau County Fire Marshal standards.
- Wet Well – The wet well does not have provisions for flushing.

Mechanical:

- Pumps – The pumps are in functional condition.
- Piping/Valves - One gate valve is in particularly poor condition and sprays.
- Odor Control System – None present

Electrical and Controls:

- The main disconnect switch to the station is non-functional.
- Lighting - The illumination is functional.
- Emergency Generator – The generator is partially operational.
- Central Alarm Monitoring System – Alarm outputs are provided for power loss and high water level to Bay Park via leased line. The pump station does not meet NCDPW requirements which specify 32 alarm outputs.
- Bubbler/Float System – The bubbler system is functional.
- Motor Controls – The MCC is operational.

HVAC:

- There is no existing mechanical ventilation system. The pump station does not meet the ventilation requirements in the Nassau County Sewage Pumping Station Design Guidelines (Nassau County Department of Public Works, October 2005).
- The space heater is new and operates well.

Fire Protection:

- The pump station does not have an existing fire/smoke alarm system.

■ Gas Detection System – None present

**Table 4-5:**  
**Central Homes: Buildings and Grounds Asset Condition Assessment**

Asset	Class	Condition	Performance	Remaining Service Life
<b>Buildings and Grounds</b>				
Building Outside	B	3	3	10-20
Building Inside	B	3	3	10-20
Below-grade Wet Well	B	2	2	5-10
Below-grade Valve Vault	C	2	2	10-20
Diesel Tank & Containment	B	2	2	5-10
Hatches/Doors	C	2	2	5-10
Railings/Stairs/Ladders	B	2	2	5-10
Grounds	D	3	3	10-20
<b>Mechanical</b>				
Pump No. 1	C	2	2	5-10
Pump No. 2	C	2	2	5-10
Guide Rail No. 1	B	2	2	5-10
Guide Rail No. 2	B	2	2	5-10
Piping/Valves	C	2	2	5-10
<b>Electrical &amp; I&amp;C</b>				
Motor Control Center / Electrical Controls	B	2	2	5-10
Bubbler System	C	2	2	5-10
Emergency Generator	B	2	2	5-10
Lighting	C	2	2	5-10
<b>HVAC</b>				
Fan No. 1	NA	NA	NA	NA
Fan No. 2	NA	NA	NA	NA
Heater(s)	D	3	3	10-20

NOTES:

<sup>(1)</sup> Not Applicable (NA): Asset not present at this pump station

## Buildings and Grounds

### Central Homes

<u>Structure</u>	<u>Class</u>	<u>Condition</u>	<u>Performance</u>	<u>Comments:</u>
------------------	--------------	------------------	--------------------	------------------

Below-Grade Valve Vault	C	2	2	
----------------------------	---	---	---	--

Below-Grade Wet Well	B	2	2	
-------------------------	---	---	---	--

Building Inside	B	3	3	
-----------------	---	---	---	--

Building Outside	B	3	3	
------------------	---	---	---	--

Diesel Tank & Containment	B	2	2	
------------------------------	---	---	---	--

Grounds	D	3	3	
---------	---	---	---	--

Hatches/Doors	C	2	2	
---------------	---	---	---	--

Railings / Stairs / Ladders	B	2	2	
--------------------------------	---	---	---	--

Below-Grade Wet Well	B	2	2	
-------------------------	---	---	---	--

Building Inside	B	3	3	
-----------------	---	---	---	--

Building Outside	B	3	3	
------------------	---	---	---	--

Diesel Tank & Containment	B	2	2	
------------------------------	---	---	---	--

Grounds	D	3	3	
---------	---	---	---	--

Hatches/Doors	C	2	2	
---------------	---	---	---	--

Railings / Stairs / Ladders	B	2	2	
--------------------------------	---	---	---	--

## Mechanical Equipment

### Central Homes

Equipment	Manufacturer	Model	Class	Condition	Performance
Electric Hoist	NA	NA	NA	NA	NA
Guide Rail System No. 1	CNF/INA	CNF/INA	B	2	2
Guide Rail System No. 2	CNF/INA	CNF/INA	B	2	2
Manual Hoist & Cable	CNF	CNF	D	2	2
Piping / Valves	---	---	C	2	2
Pump No. 1	NA	NA	C	2	2
Pump No. 2	NA	NA	C	2	2

## HVAC Equipment

### Central Homes

<u>Equipment</u>	<u>Manufacturer</u>	<u>Model</u>	<u>Class</u>	<u>Condition</u>	<u>Performance</u>	<u>Comments</u>
Electric Water Heater	State Industries	P6610MSK	D	1	1	
Fan 1	NA	NA	NA	NA	NA	
Fan 2	NA	NA	NA	NA	NA	
Space Heater	Chromalox	CNF/INA	D	3	3	
Wet Well Ventilation	NA	NA	NA	NA	NA	

### Dana's Island Highway

<u>Equipment</u>	<u>Manufacturer</u>	<u>Model</u>	<u>Class</u>	<u>Condition</u>	<u>Performance</u>	<u>Comments</u>
Electric Water Heater	Marathon Electric	45TTGS705	D	1	1	
Fan 1	NA	NA	D	2	2	
Fan 2	NA	NA	D	2	2	
Space Heater	Marathon Electric MFG	3E354	D	2	2	
Wet Well Ventilation	NA	NA	NA	NA	NA	

## Electrical and Controls

### Central Homes

<u>Equipment</u>	<u>Manufacturer</u>	<u>Model</u>	<u>Class</u>	<u>Condition</u>	<u>Performance</u>	<u>Comments</u>
Bubbler System Air Compressor	Thomas/Electrologage	CNF	C	2	2	
Central Alarm Monitoring System	Antx Inc.	Dialog Elite	D	3	3	
Emergency Generator	Cummins	Quiet Site	B	2	2	
Lighting	---	---	C	2	2	
Motor Control Center / Electrical	Cutler Hammer	CNF	B	2	2	

### Dana's Island Highway

<u>Equipment</u>	<u>Manufacturer</u>	<u>Model</u>	<u>Class</u>	<u>Condition</u>	<u>Performance</u>	<u>Comments</u>
Bubbler System Air Compressor	Thomas	CNF	C	2	2	
Central Alarm Monitoring System	Antx Inc.	Dialog Elite	D	3	3	
Emergency Generator	Detroit Diesel Allison Div	IA83313	B	2	2	
Lighting	---	---	C	2	2	
Motor Control Center / Electrical	Cutler Hammer	4 PF 433860	B	2	2	

### Dock Place

<u>Equipment</u>	<u>Manufacturer</u>	<u>Model</u>	<u>Class</u>	<u>Condition</u>	<u>Performance</u>	<u>Comments</u>
Bubbler System Air Compressor	Thomas	AIRPACT-617HDN	C	1	2	
Central Alarm Monitoring System	Antx Inc.	Dialog Elite	D	2	2	
Emergency Generator	NA	NA	NA	NA	NA	
Lighting	---	---	C	1	1	
Motor Control Center / Electrical	Cutler Hammer	CNF	C	1	2	

## Asset Photos

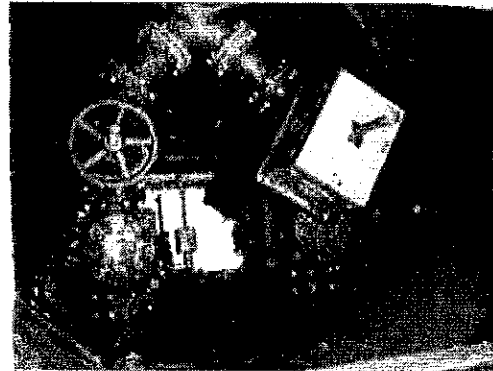
### Facility

### Structure / Equipment

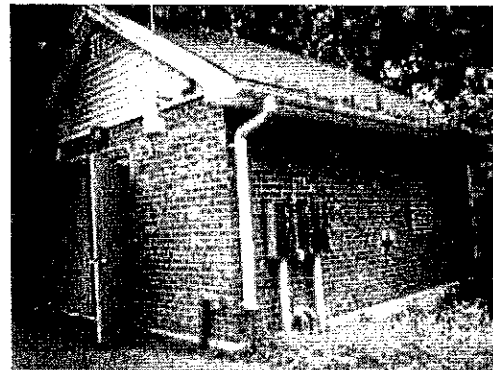
### Picture

#### Central Homes

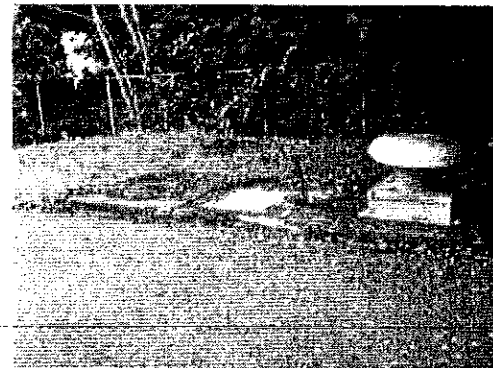
Below-Grade Valve  
Vault



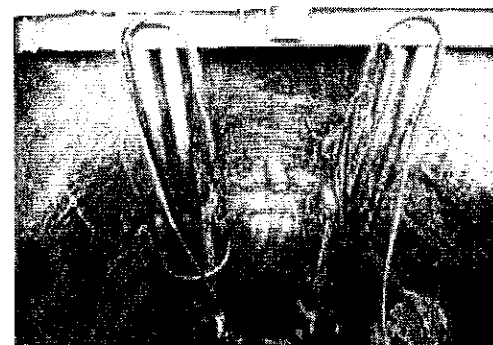
Building Outside



Grounds



Guide Rail System







**Attachment B**  
**Volume II - Dana Highway**

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### 4.3. Dana's Island Highway Pump Station

The grading for asset class, condition, performance, and the determination of remaining service life is summarized in **Table 4-3**. Some limited documentation was available including shop and design drawings of the FRP platform with grating and pump station respectively. The photos below show the pump station and major equipment.

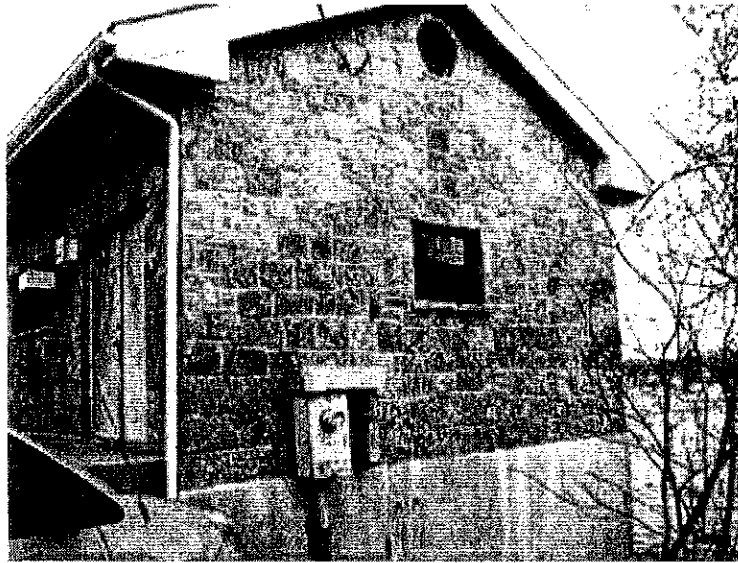


Figure 4-5:  
Dana's Island Highway Pump Station

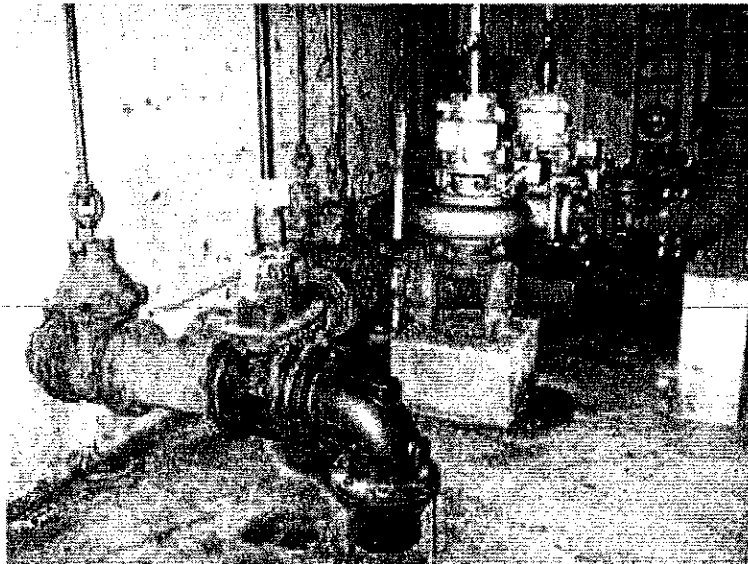


Figure 4-6:  
Dana's Island Highway Pump Station

Major findings of the asset condition assessment are summarized below:

---

General:

- The facility cannot be bypassed.
- The last upgrade occurred in the past 10 years and included replacement of the doors and windows.
- Health & Safety:
  - The dry shaft pump rotating shaft does not have a protective cage.
  - The noise level is very high when the pumps are operating.
  - Access to the pump station is along a narrow, winding road. Leaving the pump station requires a U turn and there is limited viewing distance to the south due to the winding nature of the road.
- Building & Grounds:
  - There is limited parking onsite.
  - There is no fence around the perimeter of the property.
  - Diesel Tank & Containment – The diesel tank and secondary containment are likely not in compliance with the Nassau County Fire Marshal standards.
  - Wet Well – The ladder, stairs, and railing in the wet well are in poor condition. The wet well does not have provisions for flushing.

Mechanical:

- Pumps:
  - The existing dry shaft, Cornell pumps represent a health and safety concern and do not have appropriate safety elements (i.e. cages).
  - One of the pulsation dampeners is out of alignment. The pump supports show signs of corrosion.
- Piping/Valves:
  - Functionality of all valves is unknown. Operations staff have not yet attempted to exercise all valves to demonstrate operability.
  - There is an existing flow meter on-site; however, it is non-functional.
  - The discharge coupling on the pump discharge line leaks.
  - No redundancy on the pump discharge line is provided.
- Odor Control System – None present

Electrical and Controls:

- Lighting - The illumination is inadequate and lighting is partially functional. Many of the bulbs were either burned out / missing on the lower level of the building.
  - Emergency Generator – The generator is operational.
-

- Central Alarm Monitoring System – Alarm outputs are provided for pump failure and high water level to Bay Park via leased line. The pump station does not meet NCDPW requirements which specify 32 alarm outputs.
- Bubbler/Float System – The bubbler system is functional.
- Motor Controls – The MCC is operational.

HVAC:

- The pump station does not meet the ventilation requirements in the Nassau County Sewage Pumping Station Design Guidelines (Nassau County Department of Public Works, October 2005).
- Existing mechanical ventilation system is non-functional.

Fire Protection:

- The pump station does not have an existing fire/smoke alarm system
- Gas Detection System – None present

**Table 4-3:  
Dana's Highway: Buildings and Grounds Asset Condition Assessment**

<b>Asset</b>	<b>Class</b>	<b>Condition</b>	<b>Performance</b>	<b>Remaining Service Life</b>
<b>Buildings and Grounds</b>				
Building Outside	B	3	3	10-20
Building Inside	B	3	3	10-20
Below-grade Wet Well	B	2	2	5-10
Diesel Tank & Containment	B	2	2	5-10
Grounds	D	3	3	10-20
Hatches/Doors	C	2	2	5-10
Railings/Stairs/Ladders	D	2	2	5-10
<b>Mechanical</b>				
Pump No. 1	B	2	2	5-10
Pump No. 2	B	2	2	5-10
Piping/Valves	B	2	2	5-10
<b>Electrical &amp; I&amp;C</b>				
Motor Control Center / Electrical Controls	B	2	2	5-10
Bubbler System	C	2	2	5-10
Emergency Generator	C	2	2	5-10
Lighting	C	2	2	5-10
<b>HVAC</b>				
Fan No. 1	D	1	1	5-10
Fan No. 2	D	1	1	5-10
Heater(s)	D	2	2	5-10

## Buildings and Grounds

### Central Homes

<u>Structure</u>	<u>Class</u>	<u>Condition</u>	<u>Performance</u>	<u>Comments:</u>
Below-Grade Valve Vault	C	2	2	
Below-Grade Wet Well	B	2	2	
Building Inside	B	3	3	
Building Outside	B	3	3	
Diesel Tank & Containment	B	2	2	
Grounds	D	3	3	
Hatches/Doors	C	2	2	
Railings / Stairs / Ladders	B	2	2	

### Dana's Island Highway

<u>Structure</u>	<u>Class</u>	<u>Condition</u>	<u>Performance</u>	<u>Comments:</u>
Below-Grade Valve Vault	NA	NA	NA	
Below-Grade Wet Well	B	2	2	
Building Inside	B	3	3	
Building Outside	B	3	3	
Diesel Tank & Containment	B	2	2	
Grounds	D	3	3	
Hatches/Doors	C	2	2	
Railings / Stairs / Ladders	B	2	2	

## Mechanical Equipment

### Dana's Island Highway

Equipment	Manufacturer	Model	Class	Condition	Performance
Electric Hoist	NA	NA	NA	NA	NA
Guide Rail System No. 1	NA	NA	NA	NA	NA
Guide Rail System No. 2	NA	NA	NA	NA	NA
Manual Hoist & Cable	NA	NA	NA	NA	NA
Piping / Valves	---	---	B	2	2
Pump No. 1	Cornell Pumps	6NHTA-VF18DB	B	2	2
Pump No. 2	Cornell Pumps	6NHTA-VF18DB	B	2	2

## HVAC Equipment

### Central Homes

<u>Equipment</u>	<u>Manufacturer</u>	<u>Model</u>	<u>Class</u>	<u>Condition</u>	<u>Performance</u>	<u>Comments</u>
Electric Water Heater	State Industries	P6610MSK	D	1	1	
Fan 1	NA	NA	NA	NA	NA	
Fan 2	NA	NA	NA	NA	NA	
Space Heater	Chromalox	CNF/INA	D	3	3	
Wet Well Ventilation	NA	NA	NA	NA	NA	

### Dana's Island Highway

<u>Equipment</u>	<u>Manufacturer</u>	<u>Model</u>	<u>Class</u>	<u>Condition</u>	<u>Performance</u>	<u>Comments</u>
Electric Water Heater	Marathon Electric	45TTGS705	D	1	1	
Fan 1	NA	NA	D	2	2	
Fan 2	NA	NA	D	2	2	
Space Heater	Marathon Electric MFG	3E354	D	2	2	
Wet Well Ventilation	NA	NA	NA	NA	NA	



## Electrical and Controls

### Central Homes

<u>Equipment</u>	<u>Manufacturer</u>	<u>Model</u>	<u>Class</u>	<u>Condition</u>	<u>Performance</u>	<u>Comments</u>
Bubbler System Air Compressor	Thomas/Electrologage	CNF	C	2	2	
Central Alarm Monitoring System	Antx Inc.	Dialog Elite	D	3	3	
Emergency Generator	Cummins	Quiet Site	B	2	2	
Lighting	---	---	C	2	2	
Motor Control Center / Electrical	Cutler Hammer	CNF	B	2	2	

### Dana's Island Highway

<u>Equipment</u>	<u>Manufacturer</u>	<u>Model</u>	<u>Class</u>	<u>Condition</u>	<u>Performance</u>	<u>Comments</u>
Bubbler System Air Compressor	Thomas	CNF	C	2	2	
Central Alarm Monitoring System	Antx Inc.	Dialog Elite	D	3	3	
Emergency Generator	Detroit Diesel Allison Div	IA83313	B	2	2	
Lighting	---	---	C	2	2	
Motor Control Center / Electrical	Cutler Hammer	4 PF 433860	B	2	2	

### Dock Place

<u>Equipment</u>	<u>Manufacturer</u>	<u>Model</u>	<u>Class</u>	<u>Condition</u>	<u>Performance</u>	<u>Comments</u>
Bubbler System Air Compressor	Thomas	AIRPACT-617HDN	C	1	2	
Central Alarm Monitoring System	Antx Inc.	Dialog Elite	D	2	2	
Emergency Generator	NA	NA	NA	NA	NA	
Lighting	---	---	C	1	1	
Motor Control Center / Electrical	Cutler Hammer	CNF	C	1	2	

## Asset Photos

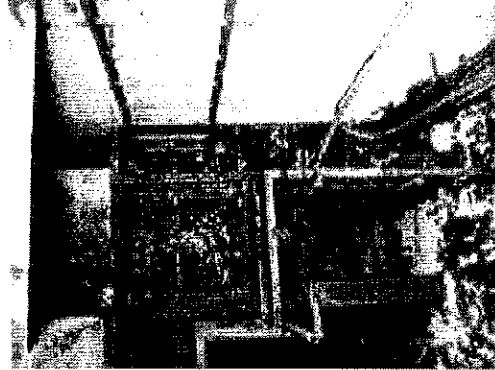
### Facility

### Structure / Equipment

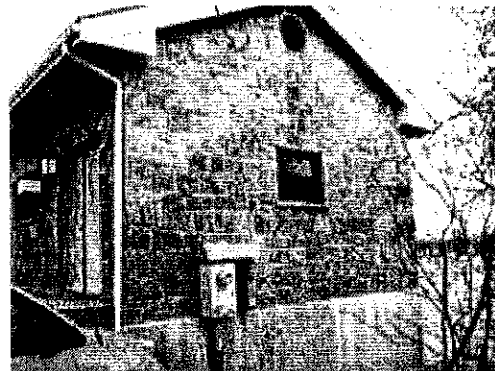
### Picture

#### Dana's Island Highway

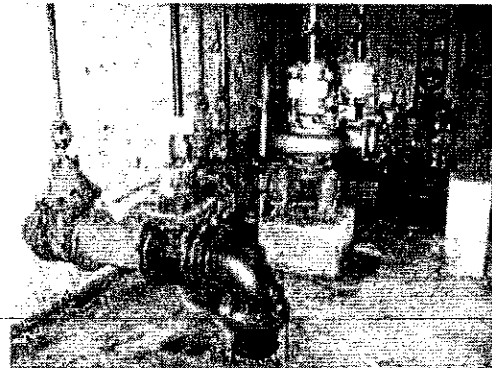
#### Below-Grade Wet Well



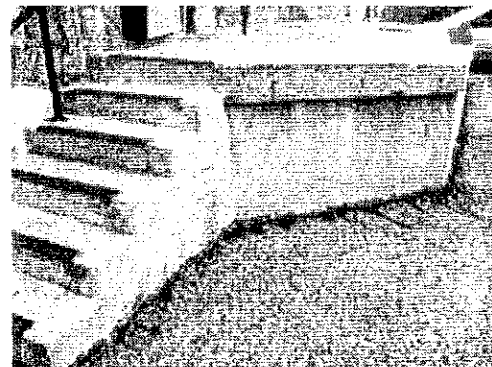
#### Building Outside



#### Piping / Valving



#### Railings/Stairs/Grating



**Attachment B**  
**Volume III - Long Meadow**

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#### 4.4. Long Meadow Pump Station

The grading for asset class, condition, performance, and the determination of remaining service life is summarized in **Table 4-4**. Some documentation was available onsite including vendor O&M documents and contract specifications. The photos below show the pump station and major equipment.

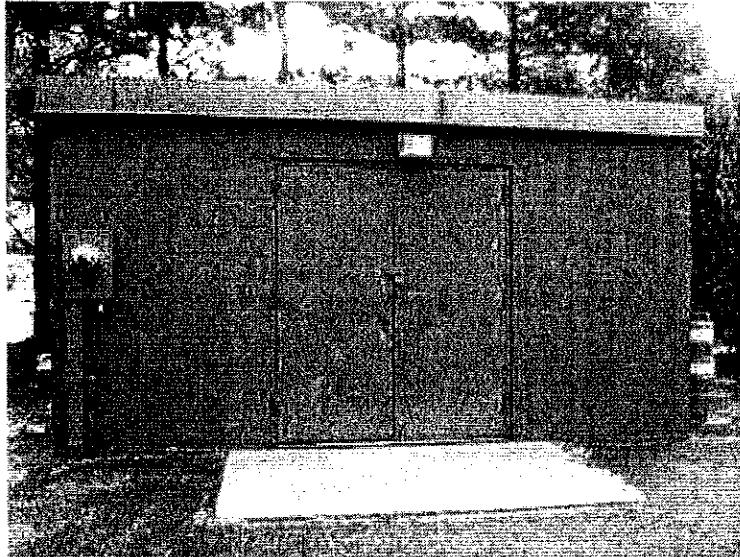


Figure 4-7:  
Long Meadow Pump Station



Figure 4-8:  
Long Meadow Pump Station

Major findings of the asset condition assessment are summarized below:

General:

- Operation staff noted that the force main leaving the station is undersize (4 in).

Building & Grounds:

- The driveway provides sufficient access to the site but needs to be repaved.
- There is no fence around the perimeter of the property.
- There is poor drainage onsite.
- Diesel Tank & Containment - The diesel tank and secondary containment are likely not compliance with the Nassau County Fire Marshal standards. Surface runoff submerges the fill ports and operations staff noted that water has been found in the diesel tank.
- Wet Well - The wet well is good condition. The wet well does not have provisions for flushing.

Mechanical:

- Pumps - Both pumps operate but the second pump is not usually operated because the base elbow was separated from the floor due to vibrations. The guide rails are not aligned and the guide rails are barely functional.
- Piping/Valves – The valves, piping, and supports are in good condition.
- Odor Control System – None present

Electrical and Controls:

- Lighting - The illumination is adequate and functional.
- Emergency Generator – The generator is partially operational.
- Central Alarm Monitoring System – Alarm outputs are provided for power loss and high water level to Bay Park via leased line. The pump station does not meet NCDPW requirements which specify 32 alarm outputs.
- Bubbler/Float System – The bubbler system is functional.
- Motor Controls / Electrical Controls – The electrical controls are operational.

HVAC:

- There is no existing mechanical ventilation system.

Fire Protection:

- The pump station does not have an existing fire/smoke alarm system
- Gas Detection System – None present

**Table 4-4:**  
**Long Meadow: Buildings and Grounds Asset Condition Assessment**

Asset	Class	Condition	Performance	Remaining Service Life
<b>Buildings and Grounds</b>				
Building Outside	B	3	3	10-20
Building Inside	B	3	3	10-20
Below-grade Wet Well	B	2	2	5-10
Below-grade Valve Vault	C	3	3	10-20
Diesel Tank & Containment	B	2	2	5-10
Grounds	D	2	2	5-10
Hatches/Doors	C	2	3	5-10
Railings/Stairs/Ladders	NA	NA	NA	5-10
<b>Mechanical</b>				
Pump No. 1	C	2	2	5-10
Pump No. 2	C	2	2	5-10
Guide Rail No. 1	B	1	1	<5
Guide Rail No. 2	B	1	1	<5
Piping/Valves	C	2	2	5-10
<b>Electrical &amp; I&amp;C</b>				
Motor Control Center / Electrical Controls	B	2	2	5-10
Bubbler System	C	2	2	5-10
Emergency Generator	B	2	2	5-10
Lighting	C	2	2	5-10
<b>HVAC</b>				
Fan No. 1	NA	NA	NA	NA
Fan No. 2	NA	NA	NA	NA
Heater(s)	NA	NA	NA	NA

NOTES:

<sup>(1)</sup> Not Applicable (NA): Asset not present at this pump station

## Buildings and Grounds

### Long Meadow

<u>Structure</u>	<u>Class</u>	<u>Condition</u>	<u>Performance</u>	<u>Comments:</u>
Below-Grade Valve Vault	C	3	3	
Below-Grade Wet Well	B	2	2	
Building Inside	B	3	3	
Building Outside	B	3	3	
Diesel Tank & Containment	B	2	2	
Grounds	D	2	2	
Hatches/Doors	C	2	3	
Railings / Stairs / Ladders	NA	NA	NA	

### Morgan Park

<u>Structure</u>	<u>Class</u>	<u>Condition</u>	<u>Performance</u>	<u>Comments:</u>
Below-Grade Valve Vault	C	2	2	
Below-Grade Wet Well	B	2	2	
Building Inside	B	3	3	
Building Outside	B	3	3	
Diesel Tank & Containment	B	2	2	
Grounds	D	3	3	
Hatches/Doors	C	2	2	
Railings / Stairs / Ladders	B	2	2	

## Mechanical Equipment

### Long Meadow

Equipment	Manufacturer	Model	Class	Condition	Performance
Electric Hoist	NA	NA	NA	NA	NA
Guide Rail System No. 1	CNF/INA	CNF/INA	B	1	1
Guide Rail System No. 2	CNF/INA	CNF/INA	B	1	1
Manual Hoist & Cable	NA	NA	NA	NA	NA
Piping / Valves	---	---	C	2	2
Pump No. 1	Clow Yeomans	Series 9000	C	2	2
Pump No. 2	Clow Yeomans	Series 9000	C	2	2



## HVAC Equipment

### Long Meadow

<u>Equipment</u>	<u>Manufacturer</u>	<u>Model</u>	<u>Class</u>	<u>Condition</u>	<u>Performance</u>	<u>Comments</u>
Electric Water Heater	NA	NA	NA	NA	NA	
Fan 1	NA	NA	NA	NA	NA	
Fan 2	NA	NA	NA	NA	NA	
Space Heater	NA	NA	NA	NA	NA	
Wet Well Ventilation	NA	NA	NA	NA	NA	

### Morgan Park

<u>Equipment</u>	<u>Manufacturer</u>	<u>Model</u>	<u>Class</u>	<u>Condition</u>	<u>Performance</u>	<u>Comments</u>
Electric Water Heater	AO Smith	CNF	D	2	2	
Fan 1	NA	NA	D	2	2	
Fan 2	NA	NA	NA	NA	NA	
Space Heater	CNF	CNF	D	3	3	
Wet Well Ventilation	NA	NA	NA	NA	NA	

## Electrical and Controls

### Harwood Drive

<u>Equipment</u>	<u>Manufacturer</u>	<u>Model</u>	<u>Class</u>	<u>Condition</u>	<u>Performance</u>	<u>Comments</u>
Bubbler System Air Compressor	NA	NA	NA	NA	NA	
Central Alarm Monitoring System	Anax Inc.	Anax Inc.	D	1	1	
Emergency Generator	NA	NA	NA	NA	NA	
Lighting	---	---	C	1	1	
Motor Control Center / Electrical	CNF	CNF	B	1	2	

### Knott Drive

<u>Equipment</u>	<u>Manufacturer</u>	<u>Model</u>	<u>Class</u>	<u>Condition</u>	<u>Performance</u>	<u>Comments</u>
Bubbler System Air Compressor	NA	NA	NA	NA	NA	
Central Alarm Monitoring System	Anax Inc.	Dialog Elite	D	2	2	
Emergency Generator	NA	NA	NA	NA	NA	
Lighting	---	---	C	2	2	
Motor Control Center / Electrical	CNF	CNF	B	2	2	

### Long Meadow

<u>Equipment</u>	<u>Manufacturer</u>	<u>Model</u>	<u>Class</u>	<u>Condition</u>	<u>Performance</u>	<u>Comments</u>
Bubbler System Air Compressor	CNF	CNF	C	2	2	
Central Alarm Monitoring System	Anax Inc	Dialog Elite	D	2	2	
Emergency Generator	Generac	87A02201-5	B	2	2	
Lighting	---	---	C	2	2	
Motor Control Center / Electrical	Furnas / Eagle Control	CNF	B	2	2	

## Asset Photos

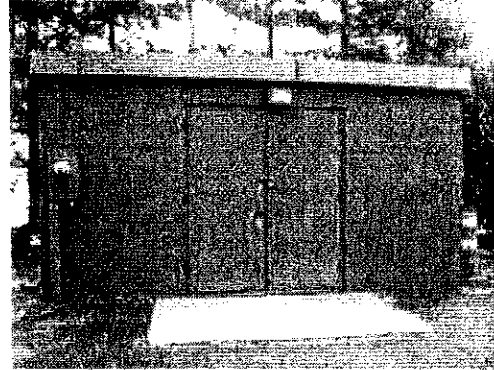
### Facility

### Structure / Equipment

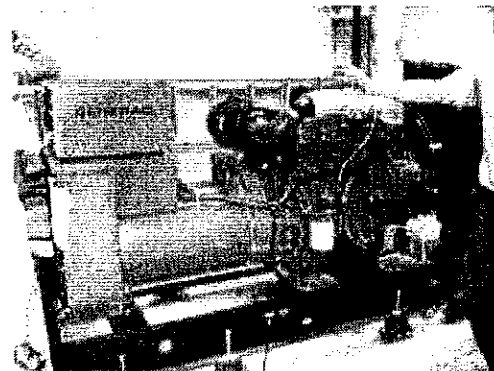
### Picture

#### Long Meadow

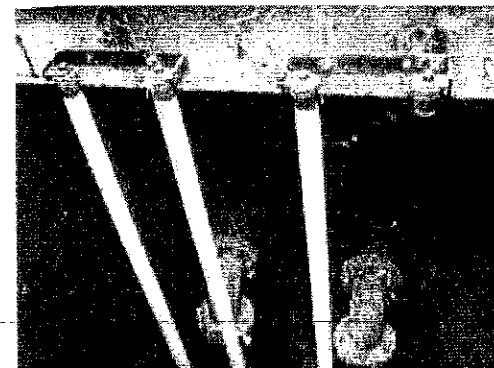
#### Building Outside



#### Emergency Generator



#### Guide Rail System No. 1 and No. 2



#### Pump No. 1





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EDUCATION DEPARTMENT**

THIS IS TO CERTIFY THAT HAVING MET THE REQUIREMENTS OF SECTION 7210 OF THE  
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LANDSCAPE ARCHITECTURE DPC  
538 BROAD HOLLOW RD  
4TH FLOOR EAST  
MELVILLE, NY 11747-5076**

TO PROVIDE PROFESSIONAL ENGINEERING SERVICES IN THE STATE OF NEW YORK FOR  
THE PERIOD 01/01/2015 TO 12/31/2017.

*Douglas E. Lentivech*

DOUGLAS E LENTIVECH  
DEPUTY COMMISSIONER  
FOR THE PROFESSIONS

CERTIFICATE NUMBER  
**0011903 DUPLICATE**



*John B. King Jr.*

JOHN B KING JR  
PRESIDENT OF THE UNIVERSITY  
AND COMMISSIONER OF EDUCATION

**THE UNIVERSITY OF THE STATE OF NEW YORK  
EDUCATION DEPARTMENT**

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EDUCATION LAW AND IN ACCORDANCE THEREWITH THIS CERTIFICATE OF AUTHORIZATION  
IS GRANTED WHICH ENTITLES

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LANDSCAPE ARCHITECTURE DPC  
538 BROAD HOLLOW RD  
4TH FLOOR EAST  
MELVILLE, NY 11747-5076~~

TO PROVIDE LAND SURVEYING SERVICES IN THE STATE OF NEW YORK FOR THE PERIOD  
02/01/2015 TO 01/31/2018.

*Douglas E. Lentivech*

DOUGLAS E LENTIVECH  
DEPUTY COMMISSIONER  
FOR THE PROFESSIONS

CERTIFICATE NUMBER  
**0011934**



*John B. King Jr.*

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Account Number:

C3570

47668

INVOICE NUMBER	DATE		VOUCHER NO.	AMOUNT
RFP PWS3P31202C	7/30/2015		1508015	533.00
			TOTAL:	533.00

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538 Broad Hollow Rd., 4th Floor East  
Melville, NY 11747

47668

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8/10/2015

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MINEOLA, NY 11501 US

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AUTHORIZED SIG

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## COUNTY OF NASSAU

## CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

H2M Architects, Engineers, Land Surveying and Landscape  
Architecture, D.P.C. (dba H2M architects + engineers)

1. Name of the Entity: \_\_\_\_\_  
 Address: 538 Broad Hollow Road, Fourth Floor East  
 City, State and Zip Code: Melville, New York 11747
2. Entity's Vendor Identification Number: 11-2235604
3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture  
☐ Ltd. Liability Co ☐ Closely Held Corp ☒ Design Professional Corp. Other (specify)
4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

Refer to attached sheet.

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation include a copy of the 10K in lieu of completing this section.

Refer to attached sheet.

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6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

H2M Associates, Inc., a New Jersey based subsidiary firm for providing engineering,

planning and environmental services, 119 Cherry Hill Road, Suite 200, Parsippany,

New Jersey 07054

H2M Architects & Engineers, Inc., a New Jersey based subsidiary firm for providing

architect and related engineering services, 119 Cherry Hill Road, Suite 200,

Parsippany, New Jersey 07054

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

None.

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(b) Describe lobbying activity of each lobbyist. **See page 4 of 4 for a complete description of lobbying activities.**

Not applicable.

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(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

Not applicable.

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8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: August 25, 2015

Signed: Steven C. Hearl

Print Name: Steven C. Hearl, P.E.

Title: Vice President

**The term lobbying shall mean any attempt to influence:** any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

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## RESPONSES TO PUBLIC DISCLOSURE

### H2M ARCHITECTS, ENGINEERS, LAND SURVEYING AND LANDSCAPE ARCHITECTURE, D.P.C. (D.B.A. H2M architects + engineers)

#### QUESTION 5

OFFICERS & SHAREHOLDERS	HOME ADDRESS	TITLE	%SHARES
Richard W. Humann, P.E.	11 Garden Street, Nesconset, NY 11752	Chairman & CEO/President	more than 5%
Gary E. Loesch, P.E., DEE	3 Jay Court, Sayville, NY 11782	COO/Executive Vice Pres., Secretary	more than 5%
Dennis M. Kelleher, P.E.	22 Antona Blvd., Centereach, NY 11720	Senior Vice President, Asst. Secretary	more than 5%
Gregory C. Smith	17 Lone Place Hill, Dix Hills, NY 11746	Treasurer & CFO	less than 5%
Jeffrey L. Czajka, P.E.	1016 Montauk Ave, Islip Terrace, NY 11752	Senior Vice President	less than 5%
Anthony P. Fisher, P.E.	4 Andrea Lane, Greenlawn, NY 11740	Senior Vice President	more than 5%
Steven J. Hyman, P.E.	31 Cardinal Lane, Hauppauge, NY 11788	Senior Vice President	less than 5%
Joseph M. Mottola, R.A.	15 Cherry St., Massapequa, NY 11758	Senior Vice President	less than 5%
Frank M. Russo, P.E.	51 Hargrove Drive, Stony Brook, NY 11790	Senior Vice President	less than 5%
Michael Bonacasa, AIA	338 St. Marks Avenue, Bellmore, NY 11710	Vice President	less than 5%
George Desmarais, P.E.	45 Roseville Avenue, St. James, NY 11780	Vice President	less than 5%
Michael N. Gentils	1397 Spur Drive North, Islip, NY 11751	Vice President	less than 5%
Paul J. Granger, P.E.	74 Hyacinth Road, Levittown, NY 11756	Vice President	less than 5%
Steven C. Hearl, P.E.	43 Sinclair Drive, Greenlawn, NY 11740	Vice President	less than 5%
Ronald B. Lanner, R.A.	2 Harbor Heights Dr, Centerport, NY 11721	Vice President	less than 5%
Sui Y. Leong, P.E.	28 Crystal Rock Road, Sparta, NJ 07871	Vice President	less than 5%
David L. Mammina, P.E.	51 Titus Avenue, Carle Place, NY 11514	Vice President	less than 5%
Charles A. Martello, P.E.	56 Chicasaw Drive, Oakland, NJ 07436	Vice President	less than 5%
James Neri, P.E.	9 Ames Place, Huntington Station, NY 11746	Vice President	less than 5%
Guy Y. Page, R.A.	34 Siracusa Blvd, Smithtown, NY 11787	Vice President	less than 5%
Charles V. Pittman	150 Hamlet Drive, Mount Sinai, NY 11766	Vice President	less than 5%
Philip J. Schade, P.E.	P.O. Box 1103, Melville, NY 11747	Vice President	less than 5%
Elizabeth C. Uzzo, SPHR	2 Avon Court, Dix Hills, NY 11746	Vice President	less than 5%
Dennis G. Lindsay	88 Schindler Way, Fairfield, NJ 07004	Vice President	less than 5%
Charles Beckert, R.L.A.	1 Garden Avenue, Massapequa, NY 11758	Assistant Vice President	No shares
John Schnurr, L.S.	P.O. Box 1492, Rocky Point, NY 11778	Assistant Vice President	No shares
Saverio J. Belfiore, AIA	89 Pacific Street, Massapequa Park, NY 11762	Assistant Vice President	less than 5%
Ernest V. Iannucci, P.E.	470 Broadway, Carle Place, NY 11514	Assistant Vice President	less than 5%
Paul R. Lageraen, P.E.	13 Grover Lane, East Northport, NY 11731	Assistant Vice President	less than 5%
Robert J. Lucas, P.E.	40 Seventh Street, West Islip, NY 11795	Assistant Vice President	less than 5%
Joseph A. Manzella, P.E.	49 Francis Boulevard, Holtsville, NY 11742	Assistant Vice President	less than 5%
Danny Tanzi, P.E.	146 Foster Avenue, Sayville, NY 11782	Assistant Vice President	less than 5%
Christopher Weiss, P.E.	42 First Avenue, Medford, NY 11801	Assistant Vice President	less than 5%
Renee Marcus	48 Wilmington Drive, Melville, NY 11747	Senior Associate	Less than 5%
Joseph J. Todaro	183 Thomas Powell Blvd., Farmingdale, NY 11735	Senior Associate	Less than 5%
Sharon Norton-Remmer	500 Shore Drive, Oakdale, NY 11769	Senior Associate	Less than 5%

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

H2M Associates, Inc. (a subsidiary of H2M architects + engineers)

1. Name of the Entity: \_\_\_\_\_

Address: 119 Cherry Hill Road, Suite 200 \_\_\_\_\_

City, State and Zip Code: Parsippany New Jersey 07054 \_\_\_\_\_

2. Entity's Vendor Identification Number: 22-2275101 \_\_\_\_\_

3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture  
☐ Ltd. Liability Co ☒ Closely Held Corp ☐ Other (specify) \_\_\_\_\_

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

Refer to attached sheet.

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation include a copy of the 10K in lieu of completing this section.

Refer to attached sheet.

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6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

None.

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7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

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(a) Name, title, business address and telephone number of lobbyist(s):

None.

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(b) Describe lobbying activity of each lobbyist. See page 4 of 4 for a complete description of lobbying activities.

Not applicable.

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(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

Not applicable.

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8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: August 25, 2015

Signed: Steven C. Hearl

Print Name: Steven C. Hearl, P.E.

Title: Vice President

**The term lobbying shall mean any attempt to influence:** any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

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## H2M ASSOCIATES, INC.

### Question 4

BOARD MEMBERS	HOME ADDRESS	TITLE
Richard W. Humann, P.E.	11 Garden Street, Nesconset, NY 11752	Chairman
Gary E. Loesch, P.E., DEE	3 Jay Court, Sayville, NY 11782	Secretary
Sui Y. Leong, P.E.	28 Crystal Rock Road, Sparta, NJ 07871	Vice President

### Questions 5

OFFICERS & SHAREHOLDERS	HOME ADDRESS	TITLE
Richard W. Humann, P.E.*	11 Garden Street, Nesconset, NY 11752	Chairman & CEO/President
Gary E. Loesch, P.E., DEE*	3 Jay Court, Sayville, NY 11782	COO/Executive Vice Pres., Secretary
Dennis M. Kelleher, P.E.*	22 Antona Blvd., Centereach, NY 11720	Senior Vice President, Asst. Secretary
Gregory C. Smith	17 Lone Place Hill, Dix Hills, NY 11746	Treasurer & CFO
Jeffrey L. Czajka, P.E.	1016 Montauk Ave, Islip Terrace, NY 11752	Senior Vice President
Anthony P. Fisher, P.E.	4 Andrea Lane, Greenlawn, NY 11740	Senior Vice President
Steven J. Hyman, P.E.*	31 Cardinal Lane, Hauppauge, NY 11788	Senior Vice President
Joseph M. Mottola, R.A.*	15 Cherry St., Massapequa, NY 11758	Senior Vice President
Frank M. Russo, P.E.	51 Hargrove Drive, Stony Brook, NY 11790	Senior Vice President
Michael Bonacasa, AIA	338 St. Marks Avenue, Bellmore, NY 11710	Vice President
George Desmarais, P.E.	45 Roseville Avenue, St. James, NY 11780	Vice President
Michael N. Gentils	1397 Spur Drive North, Islip, NY 11751	Vice President
Paul J. Granger, P.E.	74 Hyacinth Road, Levittown, NY 11756	Vice President
Steven C. Hearl, P.E.	43 Sinclair Drive, Greenlawn, NY 11740	Vice President
Ronald B. Lanner, R.A.	2 Harbor Heights Dr, Centerport, NY 11721	Vice President
Sui Y. Leong, P.E.	28 Crystal Rock Road, Sparta, NJ 07871	Vice President
David L. Mammina, P.E.	51 Titus Avenue, Carle Place, NY 11514	Vice President
Charles A. Martello, P.E.	56 Chicasaw Drive, Oakland, NJ 07436	Vice President
James Neri, P.E.	49 Glendale Drive, Melville, NY 11747	Vice President
Guy Y. Page, R.A.	34 Siracusa Blvd, Smithtown, NY 11787	Vice President
Charles V. Pittman	150 Hamlet Drive, Mount Sinai, NY 11766	Vice President
Philip J. Schade, P.E.	P.O. Box 1103, Melville, NY 11747	Vice President
Elizabeth C. Uzzo, SPHR	2 Avon Court, Dix Hills, NY 11746	Vice President
Charles Beckert, R.L.A.	1 Garden Avenue, Massapequa, NY 11758	Assistant Vice President
John Schnurr, L.S.	P.O. Box 1492, Rocky Point, NY 11778	Assistant Vice President
Saverio J. Belfiore, AIA	89 Pacific Street, Massapequa Park, NY 11762	Assistant Vice President
Ernest V. Iannucci, P.E.	470 Broadway, Carle Place, NY 11514	Assistant Vice President
Paul R. Lageraen, P.E.	13 Grover Lane, East Northport, NY 11731	Assistant Vice President
Robert J. Lucas, P.E.	40 Seventh Street, West Islip, NY 11795	Assistant Vice President
Joseph A. Manzella, P.E.	49 Francis Boulevard, Holtsville, NY 11742	Assistant Vice President
Danny Tanzi, P.E.	146 Foster Avenue, Sayville, NY 11782	Assistant Vice President
Christopher Weiss, P.E.	42 First Avenue, Medford, NY 11801	Assistant Vice President
Philip Bianco	1282 Jackson Avenue, Lindenhurst, NY 11757	Senior Associate
John R. Collins, P.E.	525 Water Terrace, Southold, NY 11971	Senior Associate
Arthur M. Eschete, Jr.	334 Oakwood Avenue, West Islip, NY 11795	Senior Associate
Michael W. McKeown, P.E.	6 Oak Ridge Court, Manorville, NY 11949	Senior Associate
Kenneth R. Gehringer, AIA	16 Gerhardy Street, East Islip, NY 11730	Senior Associate
Robert E. Ikes, III, R.A.	2578 Overlook Place, Baldwin, NY 11510	Senior Associate
Michael W. Keffler, P.E.	52 Highwood Road, Oyster Bay, NY 11771	Senior Associate
Gregory J. Levasseur, P.E.	167 Beach 100 Street, Rockaway Park, NY 11694	Senior Associate
Matthew R. Mohlin, P.E.	5 Roosevelt Drive, Smithtown, NY 11787	Senior Associate
Richard T. Palladino	65 Long Meadow Place, S. Setauket, NY 11720	Senior Associate
Kevin M. Taylor	77 Ridgewood Avenue, Holtsville, NY 11742	Senior Associate

\*Shareholders



COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

H2M Architects & Engineers, Inc. (a subsidiary of H2M  
architects + engineers)

1. Name of the Entity: \_\_\_\_\_  
Address: 119 Cherry Hill Road, Suite 200  
City, State and Zip Code: Parsippany New Jersey 07054
2. Entity's Vendor Identification Number: 20-0809570
3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture  
☐ Ltd. Liability Co ☒ Closely Held Corp ☐ Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

Refer to attached sheet.

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5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholdres/partners/members. If a Publicly held Corporation include a copy of the 10K in lieu of completing this section.

Refer to attached sheet.

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6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

None.

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7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

None.

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(b) Describe lobbying activity of each lobbyist. **See page 4 of 4 for a complete description of lobbying activities.**

Not applicable.

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(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

Not applicable.

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8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: August 25, 2015

Signed: \_\_\_\_\_

Print Name: Richard W. Humann, P.E.

Title: Chairman and CEO/President

**COUNTY OF NASSAU**  
**RESPONSES TO PUBLIC DISCLOSURE**

**H2M ARCHITECTS & ENGINEERS, Inc.**

**Question 4**

<b>OFFICERS &amp; SHAREHOLDERS</b>	<b>HOME ADDRESS</b>	<b>TITLE</b>
Richard W. Humann, P.E.	11 Garden Street, Nesconset, NY 11752	Chairman & CEO/President
Gary E. Loesch, P.E., DEE	3 Jay Court, Sayville, NY 11782	COO/Executive Vice Pres., Secretary
Joseph M. Mottola, R.A	15 Cherry St., Massapequa, NY 11758	Senior Vice President
Michael Bonacasa, AIA	338 St. Marks Avenue, Bellmore, NY 11710	Vice President
Sui Y. Leong, P.E.	28 Crystal Rock Road, Sparta, NJ 07871	Vice President

**Question 5**

<b>BOARD MEMBERS</b>	<b>HOME ADDRESS</b>	<b>TITLE</b>
Richard W. Humann, P.E.	11 Garden Street, Nesconset, NY 11752	Chairman
Gary E. Loesch, P.E., DEE	3 Jay Court, Sayville, NY 11782	Secretary
Michael Bonacasa, AIA	338 St. Marks Avenue, Bellmore, NY 11710	Board Member
Sui Y. Leong, P.E.	28 Crystal Rock Road, Sparta, NJ 07871	Board Member
Joseph M. Mottola, R.A	15 Cherry St., Massapequa, NY 11758	Board Member

**The term lobbying shall mean any attempt to influence:** any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

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EXECUTIVE ORDER NO. 2 - 2015

EXECUTIVE ORDER PURSUANT TO SECTION 203 OF THE  
COUNTY GOVERNMENT LAW OF NASSAU COUNTY TO FURTHER  
DISCLOSURE BY THOSE DOING BUSINESS WITH NASSAU  
COUNTY

WHEREAS, pursuant to subdivision 1 of section 203 of the Nassau County Charter, the County Executive is responsible for the administration of all departments, offices and functions of the county government; and

WHEREAS, the County Executive, in furtherance of his duties pursuant to subdivision 1 of section 203, is committed to ensuring transparency and openness with respect to the administration of governmental functions; NOW, THEREFORE BE IT

ORDERED, every lobbyist, as defined on the attached Lobbyist Registration and Disclosure Form (hereinafter "Lobbyist Form"), shall annually file the Lobbyist Form with the County Attorney and with the Clerk of the Nassau County Legislature for each calendar year, provided, however, that the filing of such statement of registration shall not be required of any lobbyist who in any year does not earn or incur an amount in excess of one thousand dollars reportable compensation and expenses for the purposes of lobbying, or is an officer, director, trustee or employee of any public corporation when acting in such official capacity; and it is further

ORDERED, that such filing shall be completed on or before January fifteenth by those persons who have been retained, employed or designated as lobbyists on or before December thirty-first of the previous calendar year who reasonably anticipate that in the coming year they will earn or incur combined reportable compensation and expenses in an amount in excess of one thousand dollars; and for those lobbyists retained, employed or designated after December thirty-first, and those lobbyists who, subsequent to their retainer, employment or designation, reasonably anticipate combined reportable compensation and expenses in excess of such amount, such filing must be completed within fifteen days thereafter; and it is further

ORDERED, that the County Attorney shall forward copies of each Lobbyist Form to the Nassau County Department of Information Technology ("IT"), and that IT shall develop and maintain a lobbyist registration page on that County's website, and make available all such Lobbyist Forms for public inspection on the County's website; and it is further

ORDERED, that upon termination of a lobbyist's retainer, employment or designation, such lobbyist and the client, if any, on whose behalf such service has been rendered shall both give notice to the County Attorney in the electronic filing system within thirty days after the lobbyist ceases the activity that required such lobbyist to file a statement of registration; however, such lobbyist shall nevertheless comply with the reporting requirements as set forth above and the reporting requirements for the last periodic reporting period up to the date such activity has ceased; and it is further

ORDERED, any lobbyist required to file a Lobbying Form as set forth herein who, in any lobbying year, earns or incurs combined reportable compensation and expenses in an amount in excess of one thousand dollars, for the purpose of lobbying, shall file with the County Attorney periodic reports, on forms prescribed by the County Attorney, by the fifteenth day next succeeding the end of the reporting period on which the cumulative total for such lobbying year equaled such sum. Such reporting periods shall be the period from January 1 to March 31, April 1 to May 31, June 1 to August 31 and August 31 to December 31; and it is further

ORDERED, that any lobbyist making a report pursuant to the above paragraph shall thereafter file with the County Attorney, on forms prescribed by the County Attorney, a periodic report for each reporting period that such person earns or incurs combined reportable compensation and expenses in an amount in excess of one thousand dollars for the purposes of lobbying during such reporting period. Such report shall be filed not later than the fifteenth day next succeeding the end of such reporting period and shall include the amounts so earned or

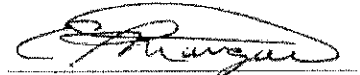
incurred during such reporting period and the cumulative total during the lobbying year; and it is further

ORDERED, that IT shall ensure that the Lobbying Form and the form for periodic reports prescribed by the County Attorney are available on the County website; and it is further

ORDERED, that this Executive Order shall take effect immediately.

Dated:

May 15, 2015



EDWARD P. MANGANO  
NASSAU COUNTY ATTORNEY

COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name of lobbyist(s)/lobbying organization: The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission; or to otherwise engage in lobbying activities as the term is defined herein. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

H2M architects + engineers is not a lobbyist/lobbying organization.

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2. List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

No.

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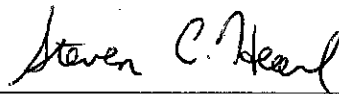
3. Name, address and telephone number of client(s) by whom, or on whose behalf, the lobbyist is retained, employed or designated:

Not applicable.



VERIFICATION: The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: August 26, 2015

Signed: 

Print Name: Steven C. Hearl, P.E.

Title: Vice President

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**The term lobbying shall mean any attempt to influence:** any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

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### Business History Form

In addition to the submission of bids/proposals, as applicable, each bidder/proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the bid/proposal.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: August 25, 2015

1) Bidder's/Proposer's Legal Name: H2M Architects, Engineers, Land Surveying and Landscape Architecture, D.P.C. (dba H2M architects + engineers)

2) Address of Place of Business: 538 Broad Hollow Road, Fourth Floor East, Melville, NY 11747

List all other business addresses used within last five years:

575 Broad Hollow Road, Melville, NY 11747 prior to October 2013.

3) Mailing Address (if different): \_\_\_\_\_

Phone: 631.756.8000

Does the business own or rent its facilities? Rent

4) Dun and Bradstreet number: 05-499-2334

5) Federal I.D. Number: 11-2235604

6) The bidder/proposer is a (check one): ☐ Sole Proprietorship ☐ Partnership ☒ Corporation ☒ Other (Describe) Design Professional Corporation

7) Does this business share office space, staff, or equipment expenses with any other business?  
Yes ☐ No ☒ If Yes, please provide details: \_\_\_\_\_

8) Does this business control one or more other businesses? Yes ☐ No ☒ If Yes, please provide details: \_\_\_\_\_

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ☒ No ☐ If Yes, provide details: H2M Associates, Inc. and H2M Architects & Engineers, Inc. provide professional consulting engineering and architectural services in New Jersey. Both are wholly owned subsidiaries.

10) Has the bidder/proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ☐ No ☒ If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract). \_\_\_\_\_

11) Has the bidder/proposer, during the past seven years, been declared bankrupt? Yes ☐ No ☒  
If Yes, state date, court jurisdiction, amount of liabilities and amount of assets \_\_\_\_\_

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business. Yes ☐ No ☒ If Yes, provide details for each such investigation. \_\_\_\_\_

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ☐ No ☒ If Yes, provide details for each such investigation. \_\_\_\_\_

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending? No ☒ Yes ☐ If Yes, provide details for each such charge. \_\_\_\_\_

b) Any misdemeanor charge pending? No ☒ Yes ☐ If Yes, provide details for each such charge. \_\_\_\_\_

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? No ☒ Yes ☐ If Yes, provide details for each such conviction \_\_\_\_\_

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? No ☒ Yes ☐ If Yes, provide details for each such conviction. \_\_\_\_\_

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? No ☒ Yes ☐ If Yes, provide details for each such

occurrence. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? No ☒ Yes \_\_\_\_; If Yes, provide details for each such instance. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? No ☒ Yes \_\_\_\_ If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose: None of the three items below.

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting as collection agent on behalf of Nassau County.

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting as collection agent on behalf of Nassau County.

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting as a collection agent on behalf of Nassau County.

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

Disclosure will be made to the County if there is a change with regard to 17 a i, ii or iii above.

Attachments to Business History Form

Please provide any other information which would be appropriate and helpful in determining the bidder's/proposer's capacity and reliability to perform these services.

- A. Include a resume or detailed description of the bidder's/proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Should the bidder/proposer be other than an individual, the bid/proposal should include:

- i) Date of formation;
- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;
- iii) Name, address and position of all officers and directors of the company;
- iv) State of incorporation (if applicable);
- v) The number of employees in the firm;
- vi) Annual revenue of firm;
- vii) Summary of relevant accomplishments
- viii) Copies of all state and local licenses and permits.

- B. Indicate number of years in business.

- C. Provide any other information which would be appropriate and helpful in determining the bidder's/proposer's capacity and reliability to perform these services.

- D. Provide names and addresses for no fewer than three references for whom the bidder/proposer has provided similar services or who are qualified to evaluate the bidder's/proposer's capability to perform this work.

Company Riverhead Sewer District

Contact Person Supt. Michael Reichel

Address 200 Howell Avenue

City/State Riverhead, NY 11901

Telephone 631.727.3069

Fax # 631.369.3091

E-Mail Address reichel@townofriverheadny.gov

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Company Huntington Sewer District  
Contact Person Matt Laux, Interim Director, Dept. of Environmental Waste Mgmt.  
Address 100 Main Street  
City/State Huntington, NY 11743  
Telephone 631.351.3186  
Fax # 631.351.3330  
E-Mail Address mlaux@huntingtonny.gov

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Company Village of Patchogue  
Contact Person Mayor Paul Pontieri  
Address 14 Baker Street  
City/State Patchogue, NY 11772  
Telephone 631.475.4590  
Fax # 631.475.4314  
E-Mail Address ppontieri@patchoguevillage.org

## CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID/PROPOSAL OR FUTURE BIDS/PROPOSALS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Steven C. Hearl, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 25 day of August 2015

Andrea L Sobocinski  
Notary Public

ANDREA L SOBOCINSKI  
Notary Public, State of New York  
SUFFOLK COUNTY  
01SO6213479  
Commission Expires Nov 9, 2017

Name of submitting business: H2M architects + engineers

By: Steven C. Hearl, P.E.

Steven C Hearl  
Print name  
Signature

Vice President

Title

08 / 25 / 15

Date



## **PRINCIPAL QUESTIONNAIRE FORM**

All questions on these questionnaires must be answered and the answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

**COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID/ PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD**

1. Principal Name Steven C. Hearl  
Date of birth 12 / 28 / 58  
Home address 43 Sinclair Drive  
City/state/zip Greenlawn, NY 11740  
Business address 538 Broad Hollow Road, 4th Floor East  
City/state/zip Melville, NY 11747  
Telephone 631.756.8000  
Other present address(es) \_\_\_\_\_  
City/state/zip \_\_\_\_\_  
Telephone \_\_\_\_\_  
List of other addresses and telephone numbers attached \_\_\_\_\_
2. Positions held in submitting business and starting date of each (check all applicable)  
President \_\_\_\_/\_\_\_\_/\_\_\_\_ Treasurer \_\_\_\_/\_\_\_\_/\_\_\_\_  
Chairman of Board \_\_\_\_/\_\_\_\_/\_\_\_\_ Shareholder \_\_\_\_/\_\_\_\_/\_\_\_\_  
Chief Exec. Officer \_\_\_\_/\_\_\_\_/\_\_\_\_ Secretary \_\_\_\_/\_\_\_\_/\_\_\_\_  
Chief Financial Officer \_\_\_\_/\_\_\_\_/\_\_\_\_ Partner \_\_\_\_/\_\_\_\_/\_\_\_\_  
Vice President 4 / 30 / 12 \_\_\_\_\_/\_\_\_\_/\_\_\_\_  
(Other) \_\_\_\_\_
3. Do you have an equity interest in the business submitting the questionnaire? \_\_\_\_\_  
NO \_\_\_\_ YES x If Yes, provide details. Shareholder
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? NO x YES \_\_\_\_ If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? NO x YES \_\_\_\_; If Yes, provide details.
6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? NO x YES \_\_\_\_ If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency? NO ☒ YES \_\_\_\_ If Yes, provide details for each such instance.
  - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? NO ☒ YES \_\_\_\_ If Yes, provide details for each such instance.
  - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? NO ☒ YES \_\_\_\_ If Yes, provide details for each such instance.
  - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? NO ☒ YES \_\_\_\_ If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? NO ☒ YES \_\_\_\_ If Yes, provide details for each such charge.
  - b) Is there any misdemeanor charge pending against you? NO ☒ YES \_\_\_\_ If Yes, provide details for each such charge.
  - c) Is there any administrative charge pending against you? NO ☒ YES \_\_\_\_ If Yes, provide details for each such charge.
- 
- d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? NO ☒ YES \_\_\_\_ If Yes, provide details for each such conviction.
  - e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? NO ☒ YES \_\_\_\_ If Yes, provide details for each such conviction.
  - f) In the past 5 years, have you been found in violation of any administrative or statutory charges? NO ☒ YES \_\_\_\_ If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? NO ☒ YES \_\_\_\_ If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? NO ☒ YES \_\_\_\_ If Yes; provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? NO ☒ YES \_\_\_\_ If Yes; provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? NO ☒ YES \_\_\_\_ If Yes, provide details for each such year.
-

**CERTIFICATION**

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I, Steven C. Hearl, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 25 day of August 2015

Andrea L Sobocinski  
Notary Public

ANDREA L SOBOCINSKI  
Notary Public, State of New York  
SUFFOLK COUNTY  
01SO6213479  
Commission Expires Nov 9, 2017

H2M architects + engineers

Name of submitting business

Steven C. Hearl, P.E.

Print name

Steven C Hearl

Signature

Vice President

Title

8 / 25 / 15  
Date

U.S. DEPARTMENT OF JUSTICE  
OFFICE OF JUSTICE PROGRAMS  
OFFICE OF THE COMPTROLLER

**Certification Regarding  
Debarment, Suspension, Ineligibility and Voluntary Exclusion  
Lower Tier Covered Transactions  
(Sub-Recipient)**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)**


(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Steven C. Hearl, P.E., Vice President

Name and Title of Authorized Representative

m/d/yy



8/25/15

Signature

Date

H2M architects + engineers

Name of Organization

538 Broad Hollow Rd., 4th Floor East, Melville, NY 11747

Address of Organization

### Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposes," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of reports in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.